



AGENDA
CITY COMMISSION MEETING
COMMISSION CHAMBERS, CITY HALL
MONDAY, OCTOBER 12, 2015 5:30 PM

1. CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

2. PROCLAMATIONS:

3. PRESENTATIONS:

A. 2040 Long Range Transportation Plan by TJ Fish with the Lake Sumter MPO

B. Project update Venetian Gardens Splash Pad

4. CONSENT AGENDA:

Routine items are placed on the Consent Agenda to expedite the meeting. If the Commission/Staff wish to discuss any item, the procedure is as follows: (1) pull the item(s) from the Consent Agenda; (2) vote on remaining items with one roll call vote, (3) discuss each pulled item and vote by roll call

A. CITY COMMISSION MEETING MINUTES:

1. Regular meeting held September 14, 2015

B. PURCHASING ITEMS:

1. Purchase request from Public Works Fleet Services Division for the purchase of five (5) each 2016 Ford Police Interceptor Utility vehicles to be assigned to the Police Department as marked patrol vehicles.

2. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a fixed unit price agreement with Utility Technicians, Inc. for annual sanitary sewer manhole rehabilitation services; and providing an effective date.

3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute change order no. 2 with Sawcross Incorporated for

the Plantation Water Plant expansion for an amount of \$88,410.00; and providing an effective date.

4. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a construction services agreement with Sack Roofing, Inc. for the Mispah/Simmons Apartment Complex Roof Replacement project and authorizing an expenditure on the project up to \$38,000.00; and providing an effective date.

C. RESOLUTIONS:

1. Resolution of the City Commission of City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Reinstatement and Extension of Memorandum of Understanding, between the City of Leesburg and the Civil Air Patrol, and providing an effective date.
2. Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a Through-The-Fence Agreement, between the City of Leesburg and the Weir Condominium Hangars Association, Inc., and providing an effective date.
3. Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute a Memorandum of Agreement with FDOT for maintenance of US 441 right of way from College Drive to CR 473; and providing an effective date.
4. Resolution of the City Commission of the City of Leesburg, Florida, authorizing and directing the Mayor and City Clerk to execute a cable easement between the City of Leesburg and Embarq Florida, Inc, d/b/a Centurylink for the purpose of granting to Embarq an easement to run its cables and other communications facilities to a cellular communications tower on City property, and providing an effective date.

5. PUBLIC HEARINGS AND NON-ROUTINE ITEMS:

COMPREHENSIVE PLAN INFORMATION SIGN-UP SHEET (YELLOW) AVAILABLE

- A. Second reading of an Ordinance extending the phasing requirements of Ordinance 12-19, Section 2.H.2 for forty-eight (48) months for the Renaissance Trails PUD.
- B. Resolution to execute an Agreement with International C & C Sign to furnish and install new Wayfinding Signage.

6. INFORMATIONAL REPORTS:

The following reports are provided to the Commission in accordance with the Charter/Ordinances. No action required.

7. CITY ATTORNEY ITEMS:

8. CITY MANAGER ITEMS:

9. PUBLIC COMMENTS:

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Issues brought up will not be discussed in detail at this meeting. Issues will either be referred to the proper staff or will be scheduled for consideration at a future City Commission Meeting. Comments are limited to three minutes.

10. ROLL CALL:

11. ADJOURN:

PERSONS WITH DISABILITIES NEEDING ASSISTANCE TO PARTICIPATE IN ANY OF THESE PROCEEDINGS SHOULD CONTACT THE HUMAN RESOURCES DEPARTMENT, ADA COORDINATOR, AT 728-9740, 48 HOURS IN ADVANCE OF THE MEETING.

F.S.S. 286.0105 "If a person decides to appeal any decision made by the Commission with respect to any matter considered at this meeting, they will need a record of the proceedings, and that for such purpose they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." The City of Leesburg does not provide this verbatim record.

Lake~Sumter MPO



TRANSPORTATION 2040

Lake ~ Sumter MPO 2040 Long Range Transportation Plan Update

Fall 2015

T.J. Fish, Executive Director

Long Range Transportation Plan - Overview

Plan is an update to
TRANSPORTATION 2035

Lake~Sumter Metropolitan Planning Organization
Transportation 2035
Long Range Transportation Plan
Adopted December 8, 2010

Lake~Sumter MPO

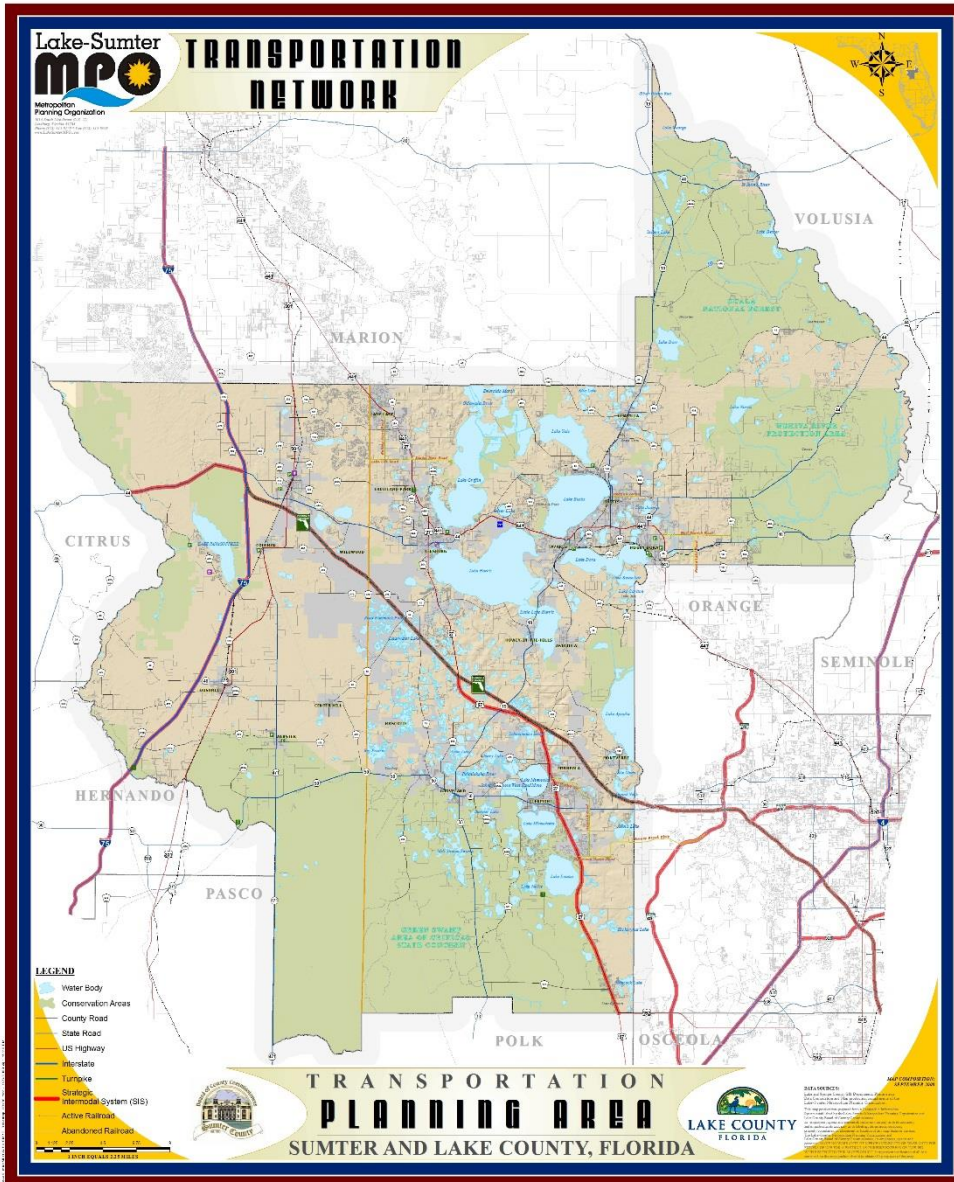
TRANSPORTATION 2035

www.lakesumtermpo.com

The purpose of the Long Range Transportation Plan is:

- To identify major transportation investment needs in the Lake~Sumter MPO planning area throughout the next 20 years
- To satisfy the federal mandate that all urban areas have a transportation plan that discusses the level of investment that could occur based on reasonably available funding
- To coordinate the plans of cities, towns, counties, and FDOT in developing major transportation facilities and services

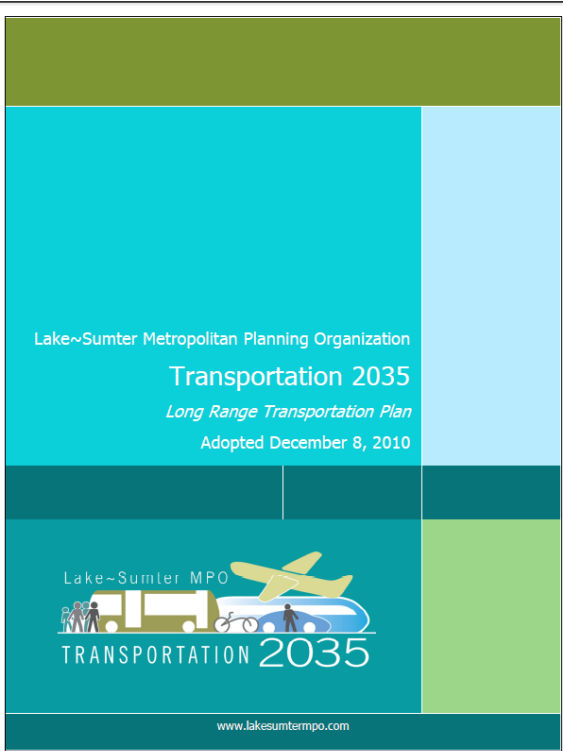
Long Range Transportation Plan - Overview



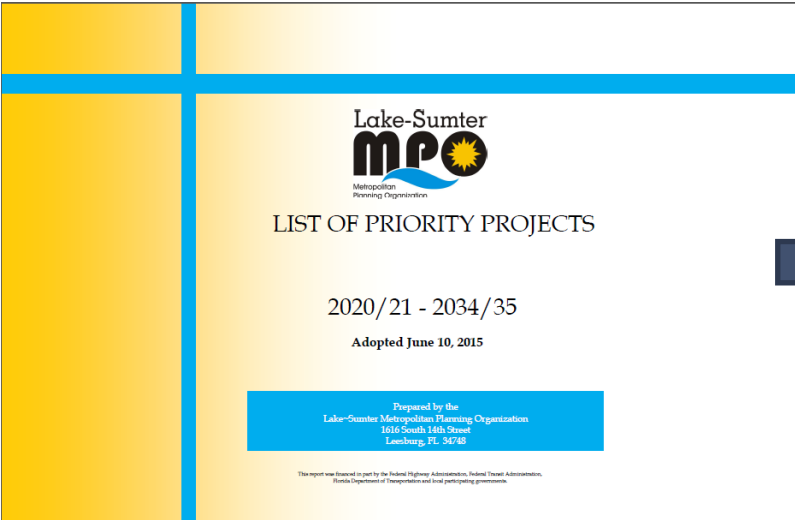
- Plan addresses the region's future transportation system for all modes
- Plan is comprised of two parts:
 - Needs: not constrained by revenues
 - Cost Feasible: projects with construction funding between 2021 and 2040
- Projects planned between 2015 and 2020 are already in the five-year Transportation Improvement Program
- Plan is a significant policy document for the region
- Plan is updated every five years with a 20-year planning horizon

Long Range Transportation Plan - Overview

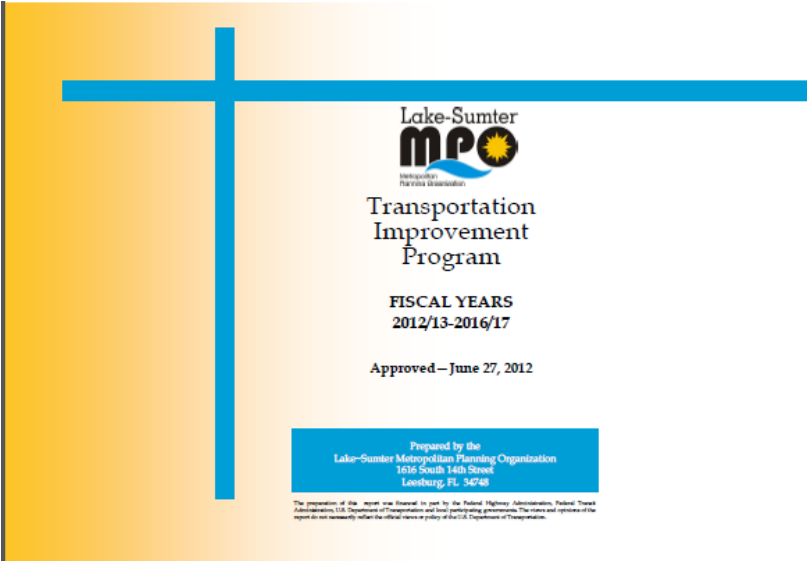
Long Range Transportation Plan



List of Priority Projects (FDOT utilizes list)



Transportation Improvement Program (5 years: 2016-20)



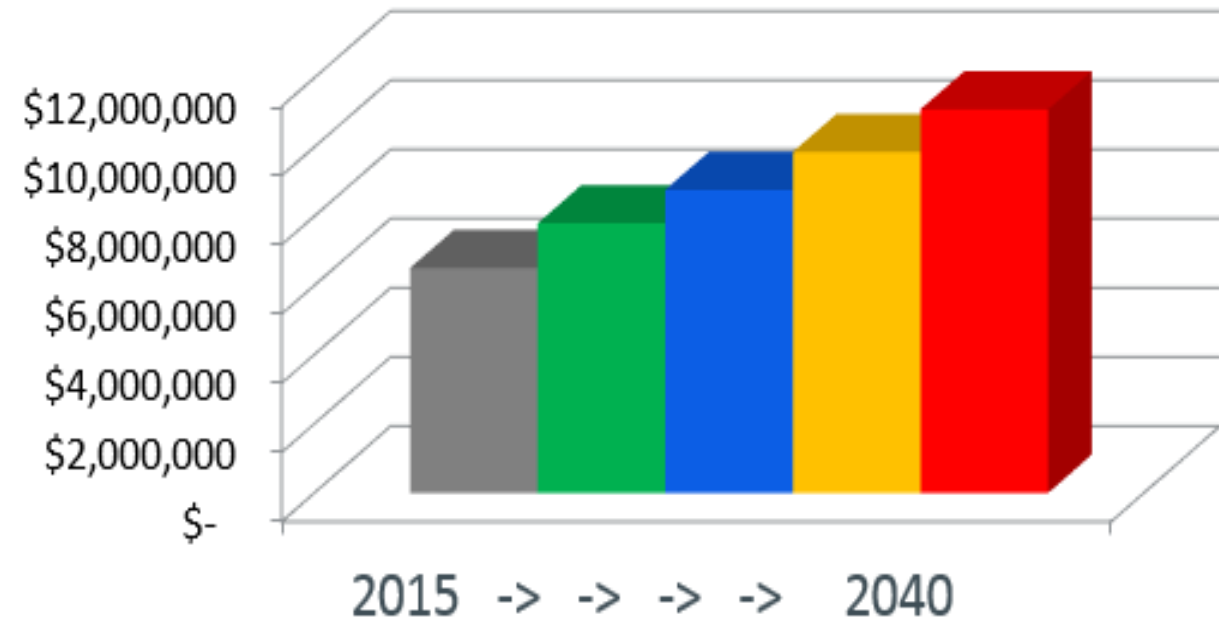
Cost Feasible versus Needs Plan

- Distinct from the Needs Plan, the Cost Feasible Plan identifies those projects that likely could be funded between 2021 and 2040 given available revenues.
- The Cost Feasible Plan includes local, state, federal and private funded projects.
- Projected transportation revenues are based on a methodology approved by the Federal Highway Administration and the Florida Department of Transportation

- ☐ The financial plan is based on projected needs compared to existing funding streams.
- ☐ The statutory language specifically requires that the financial plan indicate the resources from public and private sources that are reasonably expected to be made available to carry out the Long Range Transportation Plan. The Federal law also requires that an urban area's financial plan will:
 - ☐ Demonstrate how the State Transportation Improvement Program (STIP) can be implemented.
 - ☐ Identify any innovative financing techniques to provide funds for the projects, programs and strategies in the long range transportation plan.
 - ☐ Identify other transportation projects that would be implemented if additional funds were available.

- ☐ **All dollar amounts are expressed in year of expenditure (future) dollars**
- ☐ **Plan improvements will be inflated to year of expenditure dollars**
- ☐ **Plan will balance available dollars with transportation needs/priorities**

- ❑ Project cost in 2015 - \$6.5 million
- ❑ Project cost in 2040 \$11.0 million (70% increase for combined costs)
- ❑ Project in the outer years will cost more to implement
- ❑ Example:
 - ❑ Widen 2 – 4 Lanes = \$4.5 Million per Mile
 - ❑ Intersection improvement - \$1.5 Million per Intersection



☐ State Sources

- ☐ State Strategic Intermodal System (SIS)
- ☐ Florida's Turnpike Enterprise
- ☐ Central Florida Expressway Authority

☐ Federal / State Sources

- ☐ Other Arterial Funds (Study, Design, Construction & ROW)
- ☐ Transportation Alternatives (Sidewalks/Trails)
- ☐ Federal Transit Administration Funds –

☐ Local Sources

- ☐ Impact Fees
- ☐ Sales Tax
- ☐ Fuel Tax

**Only
Source
available
for MPO to
prioritize**

Projected Revenues

PROJECTED REVENUES BY PLANNING PERIOD (IN MILLIONS OF YEAR OF EXPENDITURE DOLLARS)

STATE/FEDERAL REVENUES *

PLANNING PERIOD	2021-2025	2026-2030	2031 - 2035	2036 -2040	TOTAL
SIS HIGHWAYS/FIHS CONSTRUCTION/ROW	-	-	-	-	-
OTHER ARTERIAL CONSTRUCTION/ROW	\$75.60	\$71.50	\$78.20	\$78.20	\$303.50
TRANSIT	\$42.50	\$44.70	\$46.90	\$46.90	\$181.00
TA FUNDS	\$4.20	\$4.20	\$4.20	\$4.20	\$16.80

*STATE/FEDERAL REVENUES FROM AUGUST 1, 2013 SUPPLEMENT TO THE 2040 REVENUE FORECAST HANDBOOK, 2040 FORECAST FOR LAKE-SUMTER MPO AREA. TOTALS MAY NOT SUM PERFECTLY DUE TO ROUNDING. REVENUES FOR SIS HIGHWAYS ARE ALREADY PROGRAMMED.

Policy Direction for Cost Feasible Plan:

- ☐ **MPO will adopt State Strategic Intermodal System plan which includes Florida's Turnpike, interstate highways (i.e. I-75), certain major roadways (i.e. US 27), major airports, ports and railroads**
- ☐ **MPO will adopt Central Florida Expressway projects in Lake County**
- ☐ **Other Arterial funds (US highways and state roads) will complete the List of Priority Projects on the Regional Roadway Network**
- ☐ **Non Regional Roads will utilize local funding sources**
- ☐ **Transportation Alternatives will fund other multimodal projects (trails and sidewalks)**
- ☐ **Transit funds will continue to maintain the current system and new service options identified in the Transit Development Plan**

State Strategic Intermodal System (SIS) – List of Future Needs



PROJECT	FROM	TO			DESCRIPTION
I-75 & CR 514	NEW INTERCHANGE		SUMTER	1.00	NEW INTERCHANGE
US 27/SR 25	CR 561 SOUTH	FLORIDA'S TURNPIKE NORTHERN RAMPS	LAKE	9.49	WIDEN ROAD (4 TO 6 LANES)
US 27 & SR 19 & FLORIDA'S TURNPIKE	INTERCHANGE		LAKE	1.00	IMPROVEMENTS

Florida's Turnpike Enterprise – List of Future Needs

PROJECT	FROM	TO			DESCRIPTION
FLORIDA'S TURNPIKE & US 301	INTERCHANGE		SUMTER	1.00	IMPROVEMENTS
FLORIDA'S TURNPIKE	US 301	I-75	SUMTER	3.89	WIDEN ROAD (4 TO 6 LANES)
FLORIDA'S TURNPIKE	SUMTER/LAKE CO LINE	US 301	SUMTER	7.34	WIDEN ROAD (4 TO 8 LANES)
FLORIDA'S TURNPIKE	SUMTER/LAKE CO LINE	MINNEOLA INTERCHANGE	LAKE	18.00	WIDEN ROAD (4 TO 8 LANES)
FLORIDA'S TURNPIKE	MINNEOLA INTERCHANGE	ORANGE COUNTY LINE	LAKE	5.76	WIDEN ROAD (4 TO 8 LANES)

List of County Road Future Needs

Sumter County

PROJECT	FROM	TO			DESCRIPTION
C-468	US 301	CR 505	SUMTER	3.10	WIDEN ROAD (2 TO 4 LANES)
C-466	C-475	US 301/SR 35	SUMTER	4.45	WIDEN ROAD (2 TO 4 LANES)
C-501	C-468	C-470	SUMTER	3.18	WIDEN ROAD (2 TO 4 LANES)
CR 525E	CR 525	CR 514	SUMTER	1.00	NEW ROAD (COLEMAN ATR)
CR 525E	US 301	CR 525	SUMTER	0.40	WIDEN ROAD (2 TO 4 LANES)
CR 219	SR 44	CR 44A	SUMTER	1.18	IMPROVED 2 LANES
C-472	CR 117	US 301	SUMTER	0.75	UPGRADE TO URBAN TYPICAL SECTION
C-462	US 301	C-462	SUMTER	1.08	REALIGNMENT
C-475	CR 542	C-470 W	SUMTER	4.97	WIDEN ROAD (2 TO 4 LANES)

List of County Road Future Needs

Lake County

PROJECT	FROM	TO			DESCRIPTION
CR 466A	TIMBER TOP	SUNNY COURT	LAKE	3.69	WIDEN ROAD (2 TO 4 LANES)
CITRUS GROVE ROAD	US 27	N HANCOCK RD	LAKE	2.00	WIDEN ROAD (2 TO 4 LANES)
HARTLE ROAD	SR 50	HARTWOOD MARSH RD	LAKE	2.29	NEW 4 LANE ROAD
HARTWOOD MARSH ROAD	US 27	HARTLE ROAD (FUTURE)	LAKE	3.17	WIDEN ROAD (2 TO 4 LANES)
ROLLING ACRES ROAD	US 27/US 441	CR 466	LAKE	1.28	WIDEN ROAD (2 TO 4 LANES)
CR 561 & CR 561A REALIGNMENT	N HANCOCK ROAD	CR 561	LAKE	1.29	NEW 4 LANE ROAD
CR 561	SR 19	CR 448	LAKE	1.62	WIDEN ROAD (2 TO 4 LANES)
SCRUB JAY ROAD	CITRUS GROVE ROAD	CR 561A	LAKE	1.61	WIDEN ROAD (2 TO 4 LANES)
FOSGATE RD	US 27/SR 25	N GRASSY LAKE RD	LAKE	0.75	NEW 4 LANE ROAD
CR 19A	US 441	CR 44C	LAKE	1.22	WIDEN ROAD (2 TO 4 LANES)
HOOKS STREET	HANCOCK ROAD	HARTLE ROAD	LAKE	1.43	NEW 4 LANE ROAD
ROUND LAKE ROAD EXTENSION	WOLF BRANCH ROAD	SR 44	LAKE	2.57	NEW 4 LANE ROAD
ROUND LAKE ROAD	SR 46	SR 44	LAKE	3.57	WIDEN ROAD (2 TO 4 LANES)
SAWGRASS BAY BOULEVARD EXTENSION	US 27	ORANGE COUNTY LINE	LAKE	4.60	NEW 4 LANE ROAD
CR 437 REALIGNMENT	CR 437	SR 46 & CR 437 N	LAKE	0.90	REALIGNMENT
CR 561A	N HANCOCK RD	CR 561	LAKE	1.89	WIDEN ROAD (2 TO 4 LANES)
CR 33	SR 50	SIMON BROWN ROAD	LAKE	2.38	WIDEN ROAD (2 TO 4 LANES)
CR 561 (LAKE MINNEOLA SHORES)	US 27/SR 25	CR 565A	LAKE	2.77	WIDEN ROAD (2 TO 3 LANES)
HANCOCK ROAD	NORTH TURNPIKE RAMPS	CR 561A	LAKE	1.35	NEW 4 LANE ROAD
CR 561A	CR 455	CR 561	LAKE	3.18	WIDEN ROAD (2 TO 3 LANES)
CR 44	SR 19	US 441	LAKE	3.21	WIDEN ROAD (2 TO 4 LANES)

Bicycle and Pedestrian Needs Projects

PROJECT	FROM	TO		DESCRIPTION
MANAGEMENT & OPERATIONS/BICYCLE/PEDESTRIAN/TRAILS (TA FUND ELIGIBLE)				
WILSON LAKE - CHERRY LAKE TRAIL			LAKE	NEW TRAIL
MONTVERDE/FERN PARK TRAIL			LAKE	NEW TRAIL
CAGAN'S CROSSING PEDESTRIAN OVERPASS			LAKE	PEDESTRIAN OVERPASS
ON ROAD CYCLING INFRASTRUCTURE			LAKE/SUMTER	IMPROVE BIKE LANES AND ROAD SHOULDERS
RAIL SAFETY IMPROVEMENTS			LAKE/SUMTER	
PEDESTRIAN BRIDGE ACROSS US 27	AT LAKE LOUISA STATE PARK		LAKE	PEDESTRIAN OVERPASS
NORTH LAKE TRAIL	CR 450	SR 40	LAKE	NEW TRAIL
CR 561	LOG HOUSE/PINE ISLAND	LAKE HILL DR/ PINE RIDGE ELEMENTARY SCHOOL	LAKE	NEW SIDEWALK
CR 473	TREADWAY SCHOOL RD	CR 44	LAKE	NEW SIDEWALK
CR 561 (MONROE ST)	TENNESSEE AVE	CR 48/FLORIDA AVE	LAKE	NEW SIDEWALK
HANCOCK RD	BOND ST	LOST LAKE RD	LAKE	NEW SIDEWALK
RADIO RD	SILVER BLUFF	TREADWAY SCHOOL RD	LAKE	NEW SIDEWALK
HARTWOOD MARSH ROAD	HANCOCK RD	ORANGE COUNTY LINE	LAKE	NEW PAVED SHOULDER
CR 455	@ OLD 50		LAKE	INTERSECTION IMPROVEMENT/ SIGNAL/ TURN LANE
N HANCOCK ROAD	@ NORTH RIDGE BLVD		LAKE	INTERSECTION IMPROVEMENT/ SIGNAL/ TURN LANE

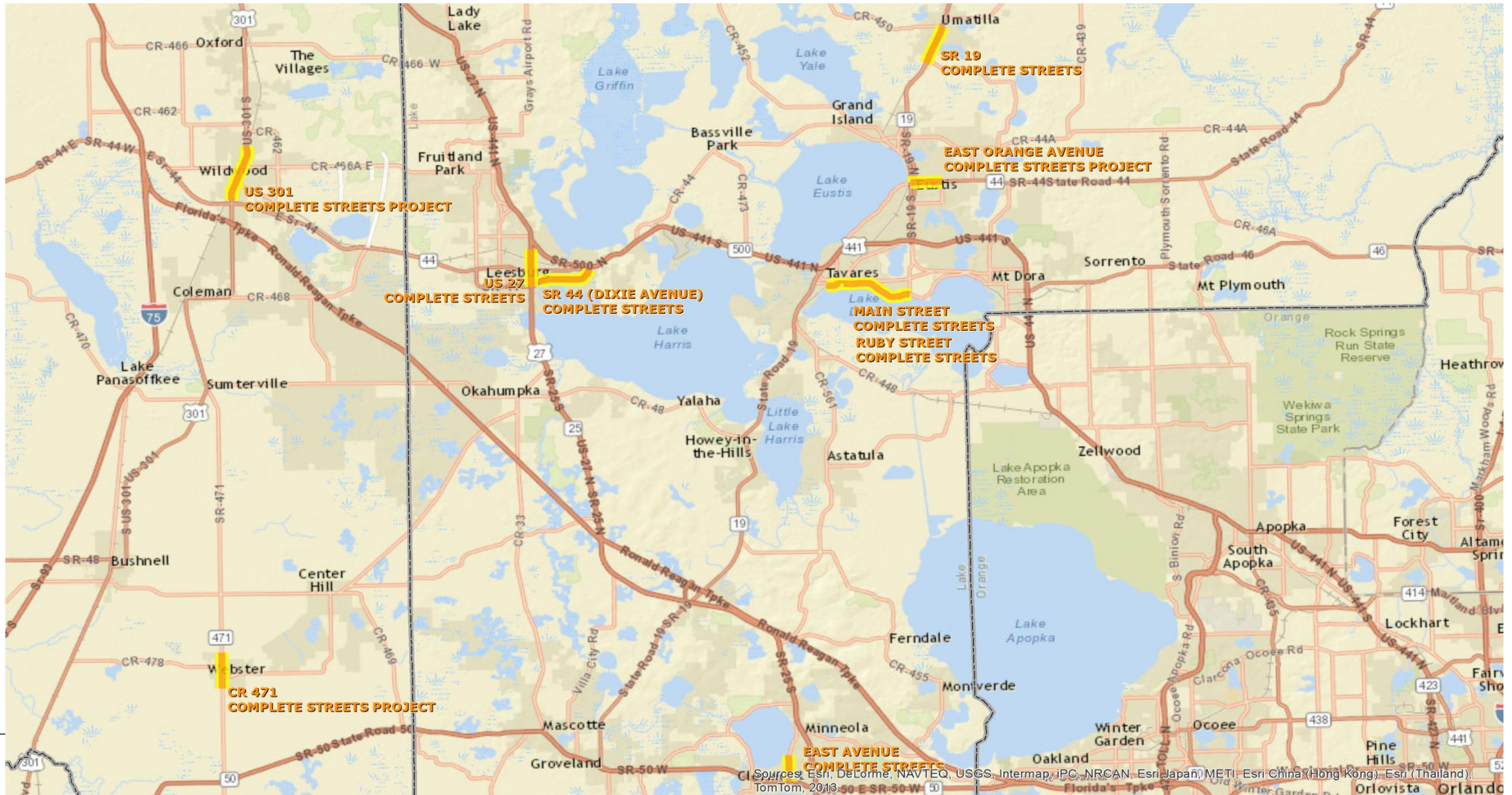
Bicycle and Pedestrian Programs

- ☐ Sidewalk Program
- ☐ Complete Streets
- ☐ Regional Trail Program
- ☐ Safe School Access Emphasis Program

Management & Operations

- ☐ Management & Operations Program –
Intelligent Transportation Systems

Potential Complete Streets Projects



- ☐ **US 27 – 14th Street - Leesburg**
- ☐ **SR 44 – Dixie Avenue - Leesburg**
- ☐ **East Avenue – Clermont**
- ☐ **SR 19 – Umatilla**
- ☐ **SR 471 – Webster**
- ☐ **US 301 – Wildwood**
- ☐ **SR 46 – Future Sorrento Boulevard – Mount Plymouth/Sorrento**
- ☐ **Main Street and Ruby Street – Tavares**
- ☐ **Orange Avenue - Eustis**

Lake~Sumter Transit Development Plan

First Five Years

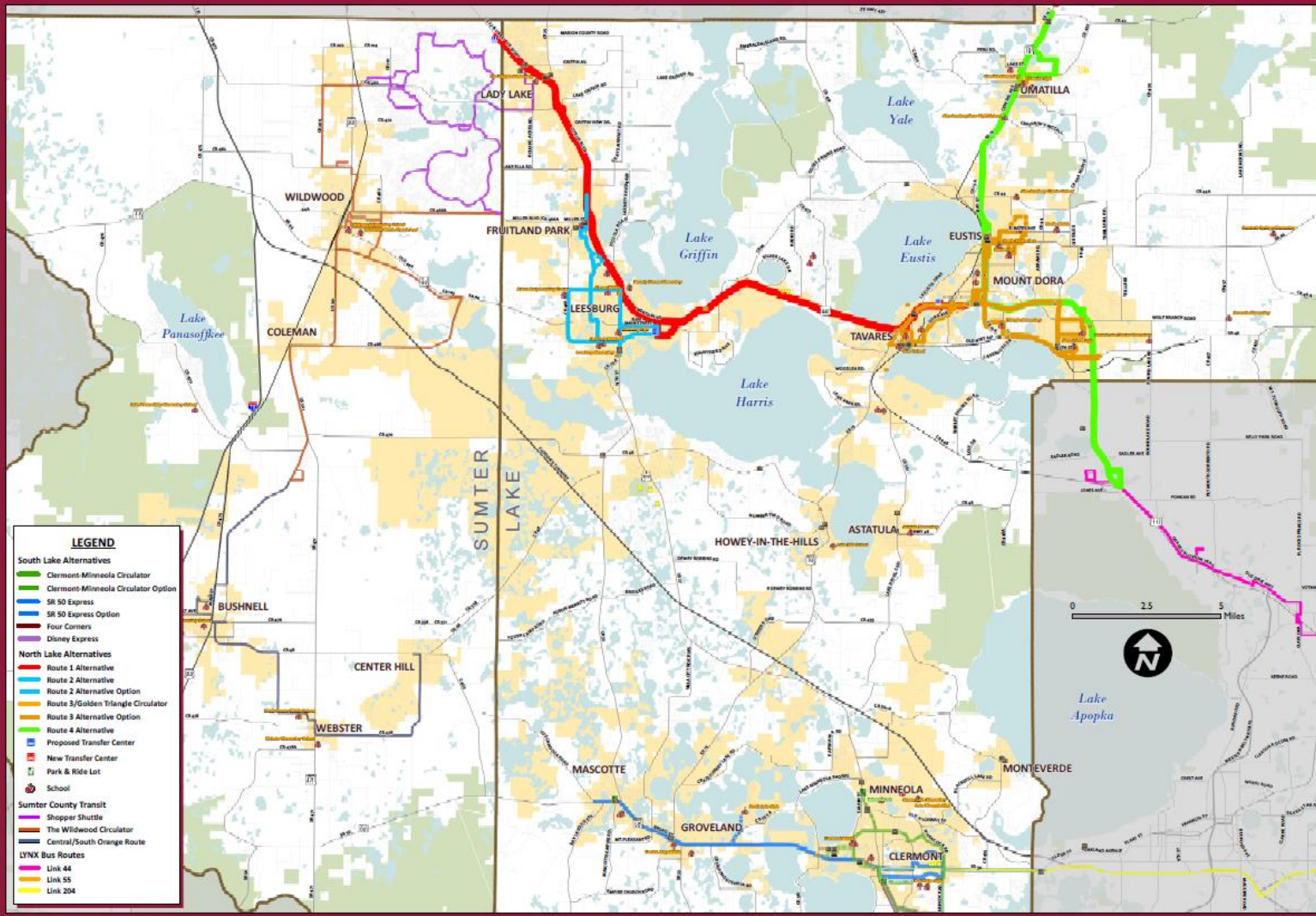
2016	<i>SR50 Spine Service - Route 50</i>
2017	<i>Weekend Service Routes 1 -4, 50</i>
2018	<i>No New Service</i>
2019	<i>Evening Service Routes 1 -4, 50</i>
2020	<i>Clermont-Minneola Circulator - Route 60</i>

Second Five Years

2021	<i>No New Service</i>
2022	<i>No New Service</i>
2023	<i>Double Frequency Routes 1 -4, 50, 60</i>
2024	<i>No New Service</i>
2025	<i>No New Service</i>

LakeXpress Routes

Service Route Alternatives Concepts: Lake and Sumter County, FL Lake~Sumter Transit Development Plan 2013

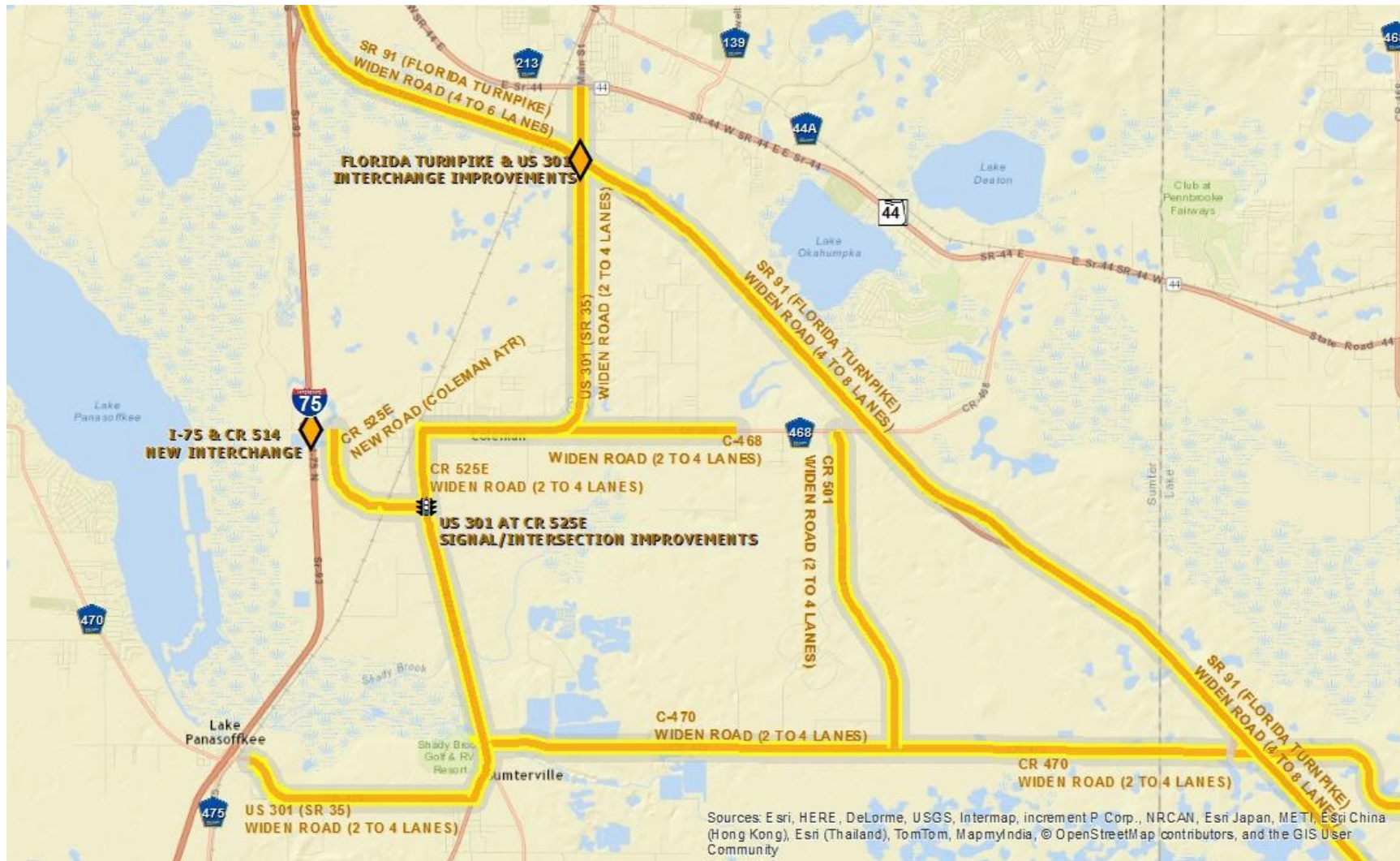


State Roads – List of Future Needs and Cost Feasible Projects

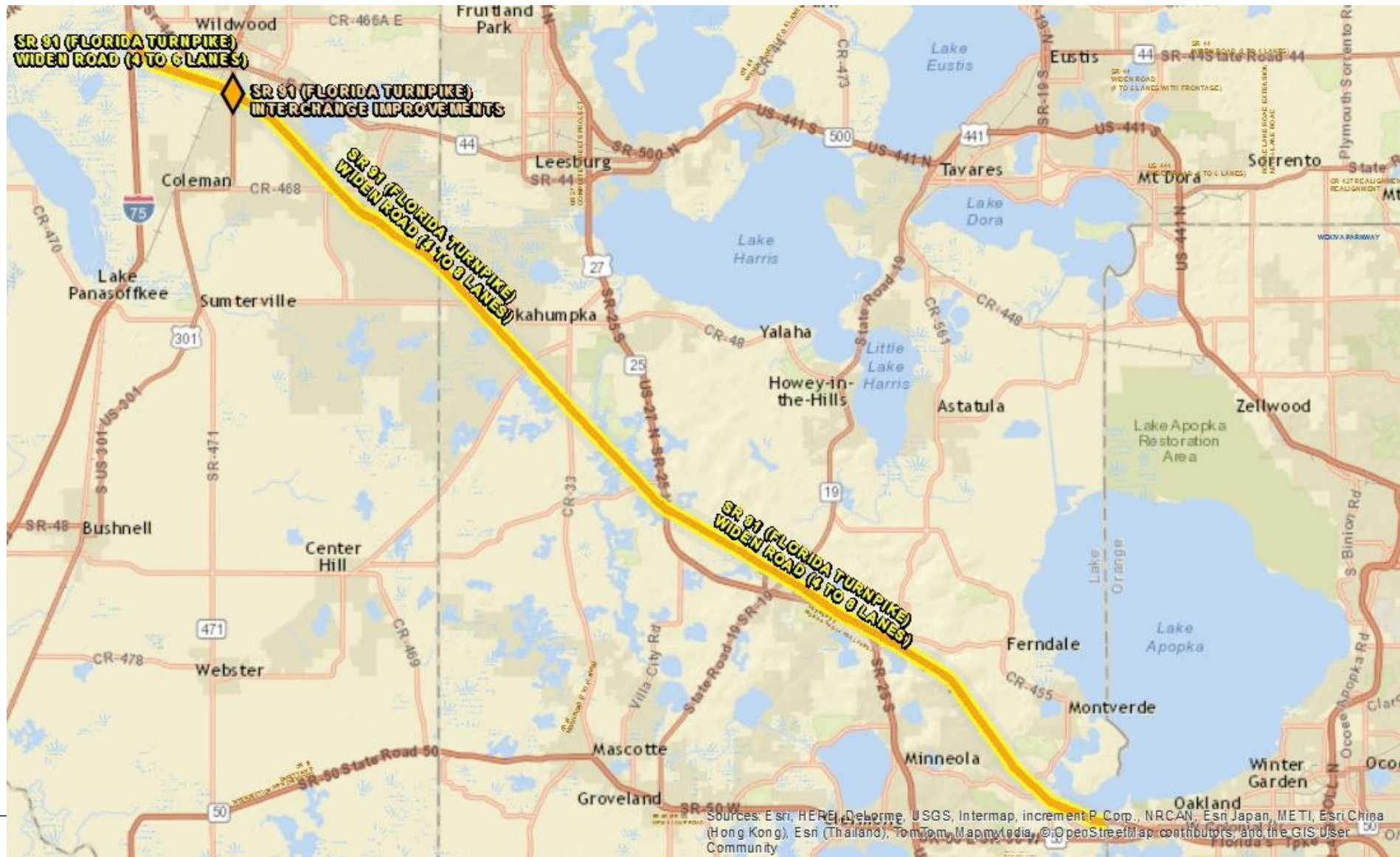


	US 301 & C-472	INTERSECTION		SUMTER	SIGNAL/INTERSECTION IMPROVEMENTS
2021-25	SR 44	ORANGE AVENUE	US 441	LAKE	WIDEN ROAD (2 TO 4 LANES)
	SR 50/SR 33	CR 565 (VILLA CITY ROAD)	BROWN STREET	LAKE	NEW 4 LANE ROAD
2026-30	US 301/SR 35	SR 44	C-470 W	SUMTER	WIDEN ROAD (2 TO 4 LANES)
	US 301 & CR 525E	INTERSECTION		SUMTER	SIGNAL/INTERSECTION IMPROVEMENTS
End of Cost-Feasible Projects thru 2040	US 441	SR 44	SR 46	LAKE	WIDEN ROAD (4 TO 6 LANES)
	C-470	TURNPIKE WEST RAMPS	CR 527	SUMTER	WIDEN ROAD (2 TO 4 LANES)
	CR 470	TP WEST RAMPS	CR 33	LAKE	WIDEN ROAD (2 TO 4 LANES)
	SR 44 & US 27	INTERSECTION		LAKE	UPGRADE INTERSECTION
	US 441/SR 500	PERKINS STREET	SR 44	LAKE	WIDEN ROAD (4 TO 6 LANES)
	CR 48	EAST OF US 27 (PALATLAKAHA BRIDGE)	CR 33	LAKE	WIDEN ROAD (2 TO 4 LANES)
	SR 19	CR 561	CR 48	LAKE	WIDEN ROAD (2 TO 4 LANES)
	SR 50	HERNANDO CO	CR 33	SUMTER	CORRIDOR IMPROVEMENT
Future Needs not Cost-Feasible	LAKE ORANGE PARKWAY	US 27	ORANGE COUNTY LINE	LAKE	NEW 4 LANE ROAD
	SR 44	SR 44 & ORANGE AVENUE	CR 46A	LAKE	WIDEN ROAD (2 TO 4 LANES)
	SR 19	SR 50	CR 455	LAKE	WIDEN ROAD (2 TO 4 LANES)

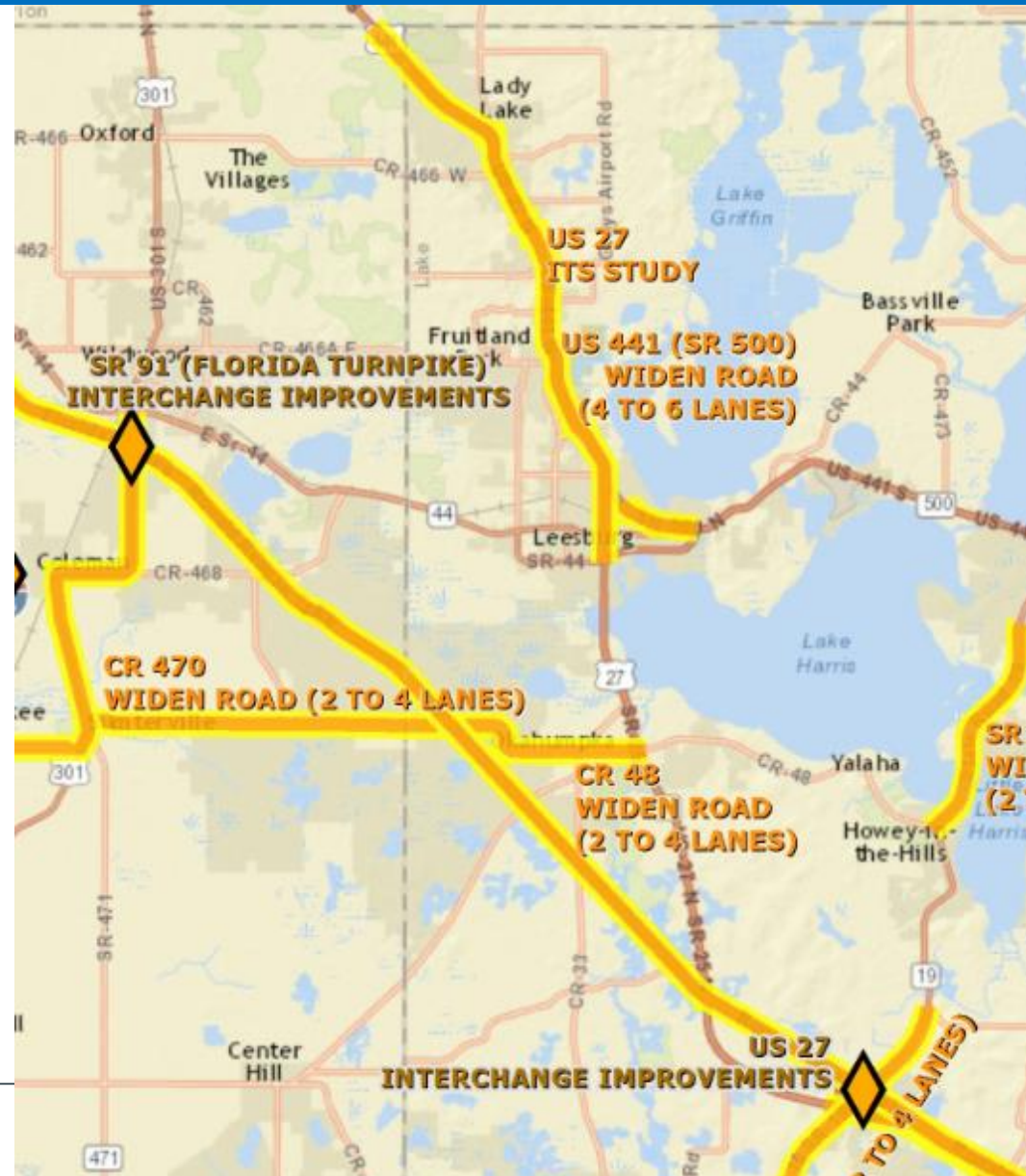
Sumter County – Long Range Projects



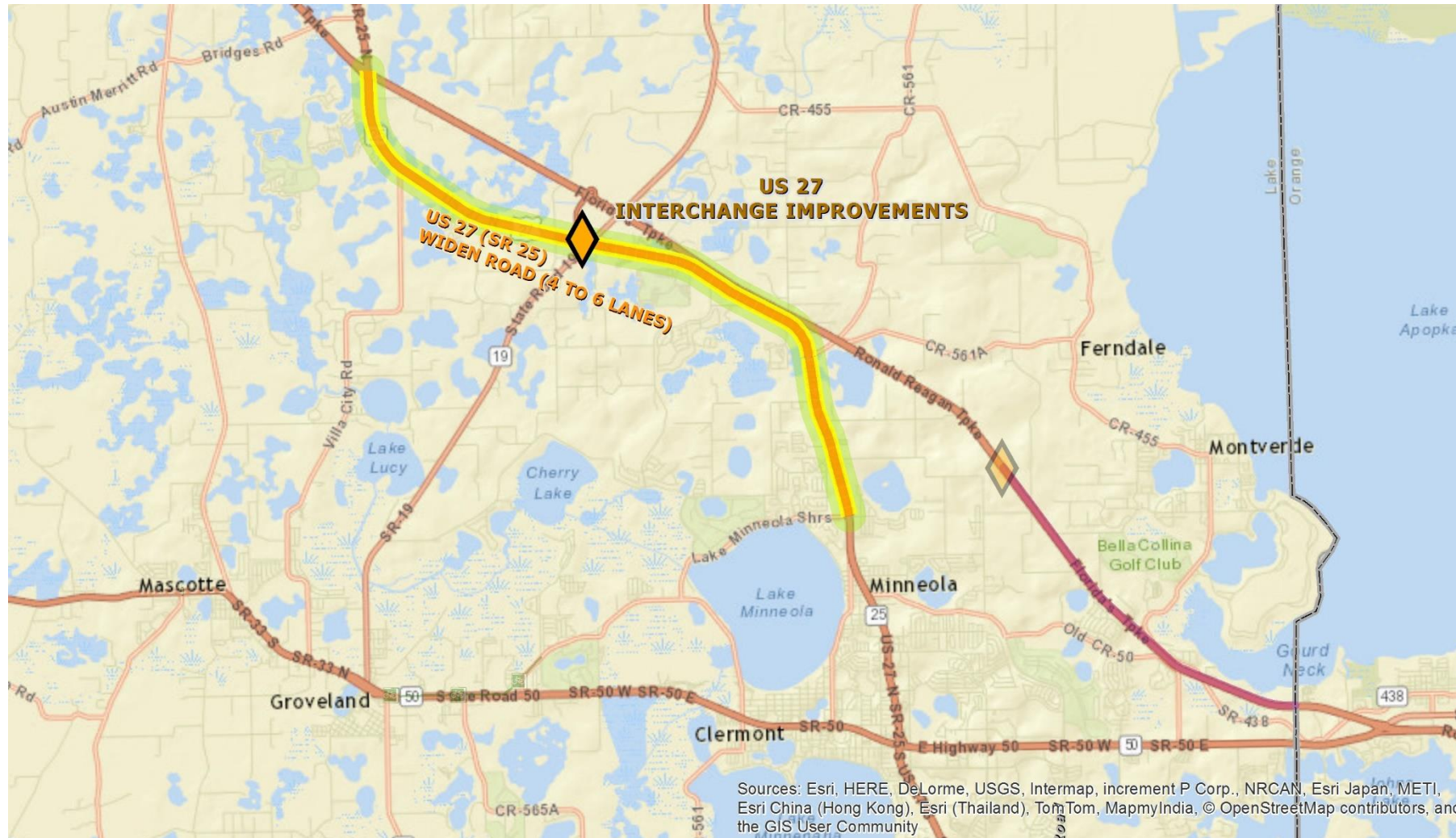
Florida Turnpike Enterprise – Long-Range Improvements



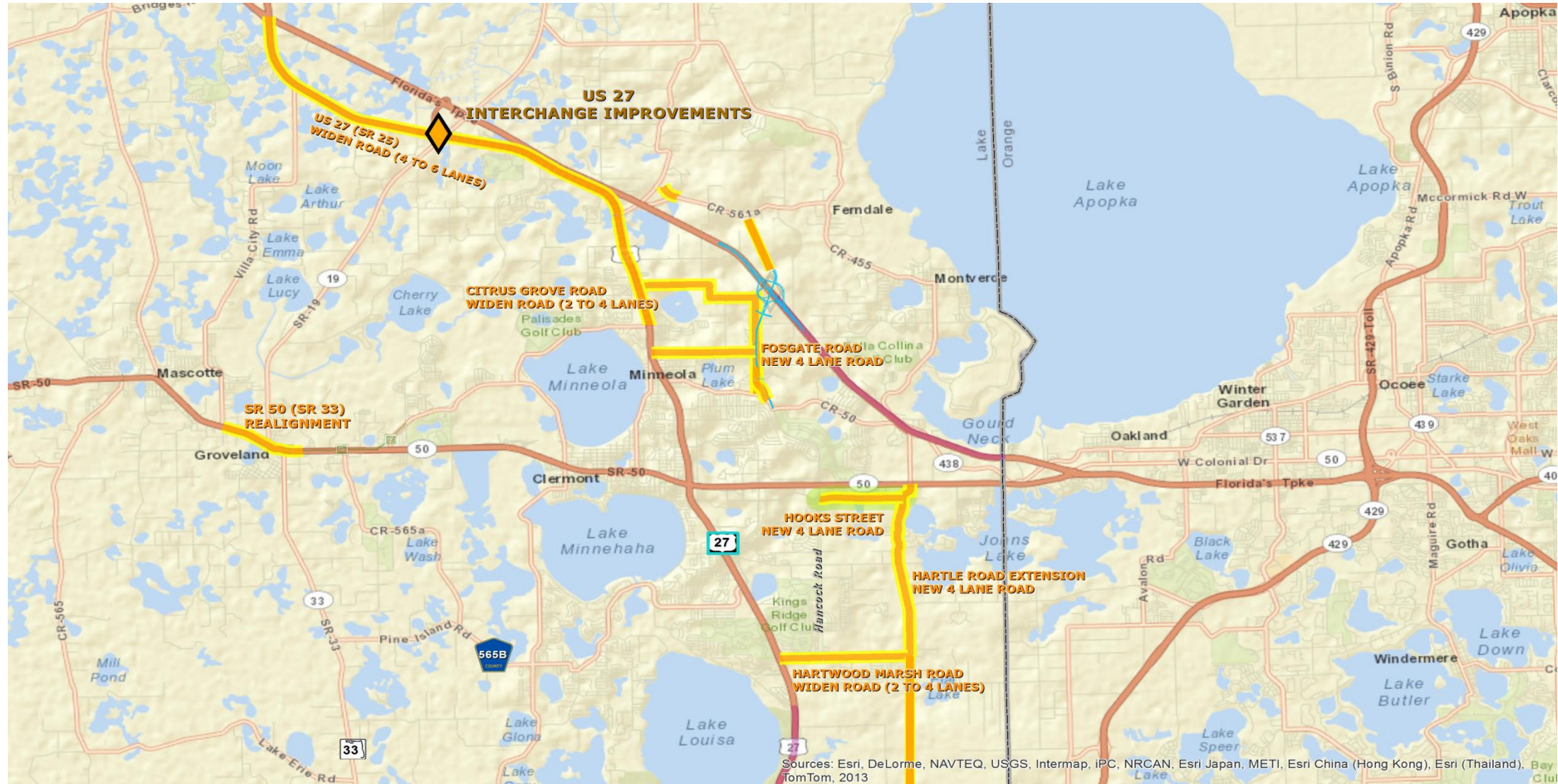
Central Lake-Sumter Area – Long-Range Improvements



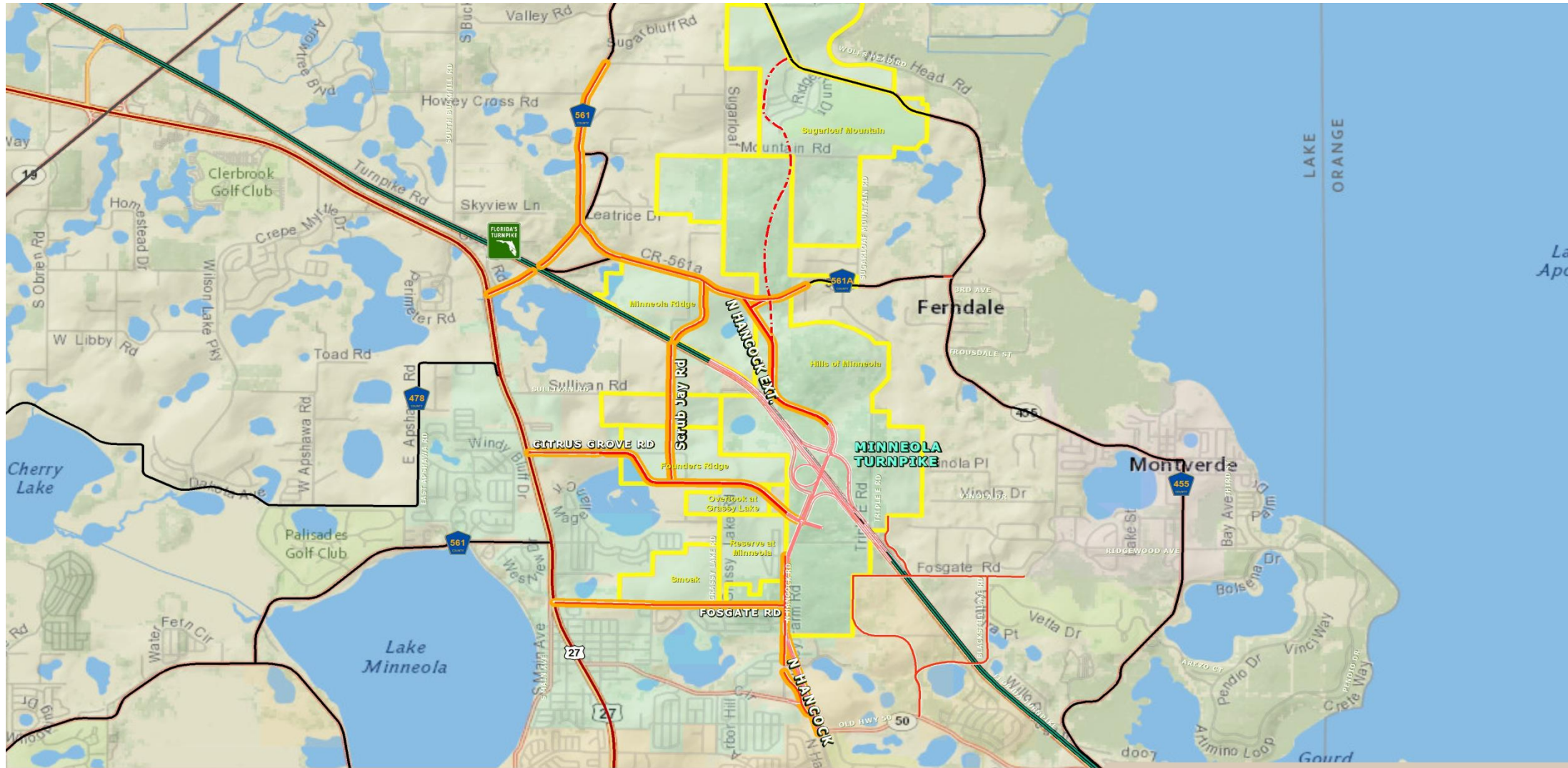
US 27 – Long-Range Improvements



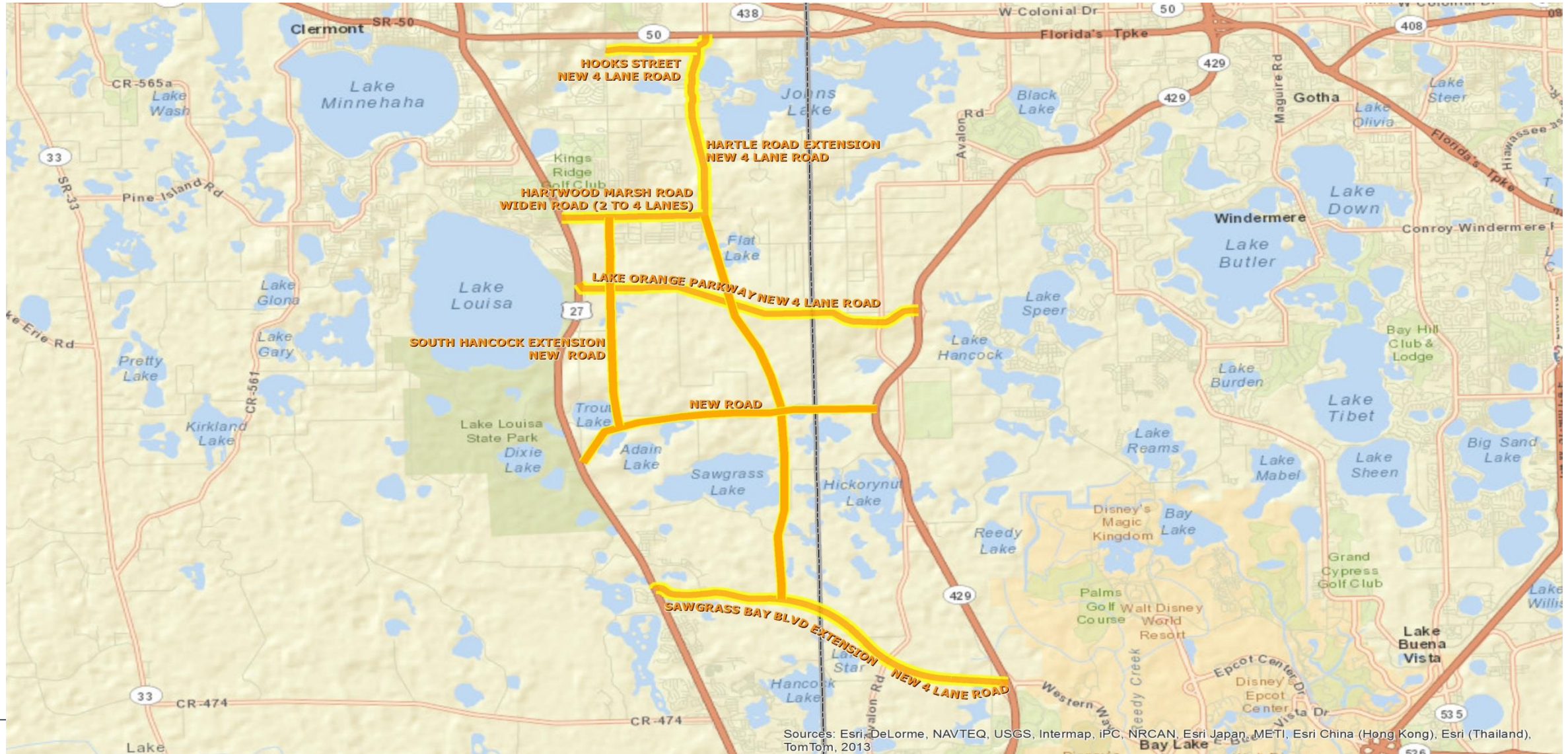
South Lake County – Long-Range Projects



Minneola Interchange Area – Long-Range Improvements

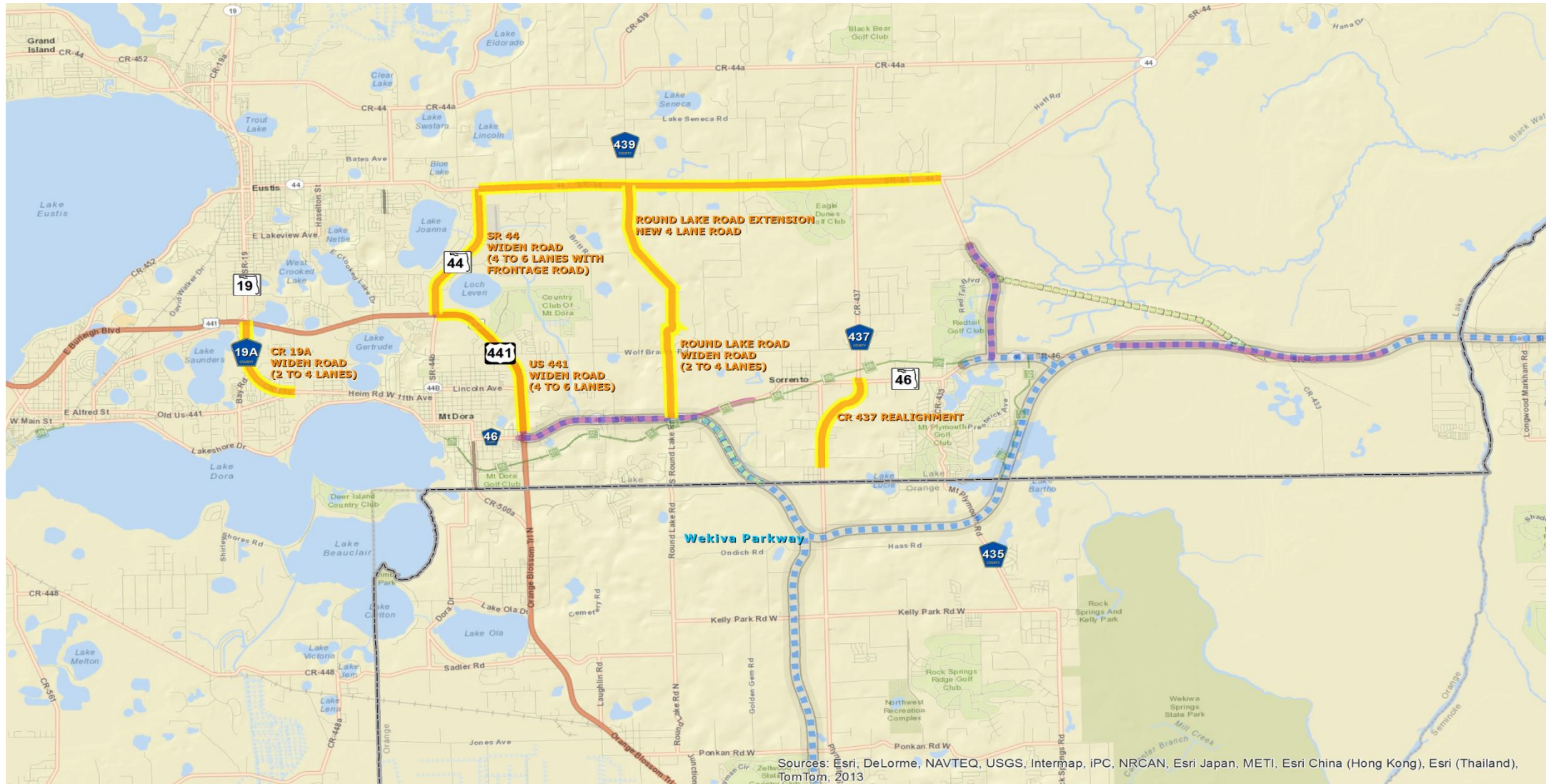


South Lake County (South of SR 50) – Long-Range Improvements



Sources: Esri, DeLorme, NAVTEQ, USGS, Intermap, iPC, NRCAN, Esri Japan, METI, Esri China (Hong Kong), Esri (Thailand), TomTom, 2013

East Lake County – Long-Range Projects



Public Comments on Proposed Plan:

- ☐ Does our needs plan address the issues for your community?
- ☐ Is the constrained funding being focused on the biggest needs?
- ☐ What are your priorities for:
 - ☐ 2021-2025
 - ☐ 2026-2030
 - ☐ 2031-2040

Lake~Sumter MPO



TRANSPORTATION 2040

Lake ~ Sumter MPO 2040 Long Range Transportation Plan Update

Fall 2015 TJ Fish Executive Director
TJFish@LakeSumterMPO.com 352-315-0170

**MINUTES OF THE CITY COMMISSION MEETING
MONDAY, SEPTEMBER 14, 2015**

The City of Leesburg Commission held a regular meeting Monday, September 14, 2015, in the Commission Chambers at City Hall. Mayor Dennison called the meeting to order at 5:30 p.m. with the following members present:

Commissioner Bob Bone
Commissioner John Christian
Commissioner Jay Hurley
Commissioner Dan Robuck
Mayor Elise Dennison

Also present were City Manager (CM) Al Minner, City Clerk (CC) J. Andi Purvis, City Attorney (CA) Fred Morrison, the news media, and others.

Commissioner Christian gave the invocation followed by the Pledge of Allegiance to the Flag of the United States of America at the Carver Heights / Montclair Area Community Redevelopment Agency meeting immediately prior to this meeting.

PROCLAMATIONS: None

PRESENTATIONS:

Request for sign at Veterans Memorial Park by Don Van Beck has been postponed.

CONSENT AGENDA:

Items pulled for discussion:

3.B.1 – Construction change order for the Venetian Gardens Fence project

4.C.2 – Leesburg Planning Commission Re-appointments

Commissioner Christian moved to adopt the Consent Agenda except for 3.B.1 and 4.C.2 and Commissioner Bone seconded the motion.

The roll call vote was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Hurley	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the Consent Agenda, as follows:

CITY COMMISSION MEETING MINUTES: None

APPROVED

Ratification of City Manager emergency approval of amendment one to a letter of agreement with Lightsey Ranches Ltd related to the CR-470 gopher tortoise relocation.

MINUTES OF THE CITY COMMISSION MEETING MONDAY, SEPTEMBER 14, 2015

RESOLUTION 9657

Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute a fixed unit price agreement with the Odyssey Manufacturing Company for Liquid Sodium Hypochlorite supplies; and providing an effective date.

RESOLUTION 9658

Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an agreement with PAQCO, Inc for the Thomas Avenue Water Main Upgrade for a cost not to exceed \$131,455.00; and providing an effective date.

RESOLUTION 9659

Resolution of the City Commission of the City of Leesburg, Florida, authorizing the Mayor and City Clerk to execute an agreement with the Central Florida Tapping & Construction Services, Inc. for the Woodland Park Water Main Upgrade for a cost not to exceed \$144,495.00; and providing an effective date.

RESOLUTION 9660

Resolution of the City Commission of the City of Leesburg, Florida authorizing the Mayor and City Clerk to execute the Twelfth Amendment of the Depository Trust Agreement maintained for the benefit to Florida Gas Utility; and providing an effective date.

RESOLUTION 9661

Resolution of the City of Leesburg, Florida authorizing the Mayor and City Clerk to approve an amended ratification of Collective Bargaining Agreements with the Florida Police Benevolent Association, Inc. for Officers/Detectives and Corporals/Sergeants due to a clerical error; and providing an effective date.

RESOLUTION 9662

Resolution of the City Commission of the City of Leesburg, Florida appointing one member to the Library Advisory Board to a five-year term as a member with said term to expire September 30, 2020; and providing an effective date.

APPROVED RATIFICATION OF CITY MANAGER EMERGENCY APPROVAL OF CONSTRUCTION CHANGE ORDER FOR THE VENETIAN GARDENS FENCE PROJECT

Commissioner Robuck introduced and asked to be read by title only. CC Purvis read by title only, as follows:

RATIFICATION OF CITY MANAGER EMERGENCY APPROVAL OF CONSTRUCTION CHANGE ORDER FOR THE VENETIAN GARDENS FENCE PROJECT

Commissioner Christian moved to adopt the ratification and Commissioner Bone seconded the motion.

MINUTES OF THE CITY COMMISSION MEETING MONDAY, SEPTEMBER 14, 2015

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Robuck stated it was his understanding on this change order that one of the columns was kind of our fault, but the other was certainly the architect's fault. He asked if staff spoke to the architect about them shouldering some of this cost since they put the columns in such a way that legally the city could not leave them in place because of FDOT.

Public Works Director (PWD) DC Maudlin stated he talked with the firm Friday afternoon and part of the design criteria provided by the city did direct the architect to put the columns at the back of the right of way. But after that conversation he is not sure there is sufficient cause to say they should shoulder any portion of the cost or that the city could legally force them or take them to court to get the money. He stated DOT approved the plans the city submitted. Staff received a telephone call from a citizen saying they think there is a site distance issue. He went out to look at it and agreed we could probably do a little bit better, so had the column moved back.

Commissioner Robuck stated he knows the money is already spent, but is certainly not happy that staff did something just because one person complained. If the columns were there legally and met the guidelines then they should have stayed unless we talked about approving extra money to move them.

Mayor Dennison asked if this is coming out by the Community Center. PWD Maudlin stated no, it is on Venetian Park Drive.

CM Minner stated there were two issues and though he does not like double spending money, although it was not a huge sum, it is about \$2,500 each. He stated for clarification at the intersection of Venetian Park Drive and Dixie Avenue the two most western columns were moved. The one closest to the intersection was the one staff wanted it in a certain spot and the contractor put it in another spot; so a little bit of he said/she said miscommunication with the contractor. The second issue is the one that got DOT involved with the citizen complaint which kind of necessitated, even though it met specifications, he and PWD Maudlin thought it was best to move the column back. CM Minner stated since moving one we thought we get a little more space if also moved the second one. There were three things that went into this, he determined it was only \$4,444, the contractor was there, and we wanted to get the project done. He made the call to authorize the extra \$4,444 and said he would bring it to the Commission in an emergency capacity.

Mayor Dennison asked when is the rest of the fence going to be installed.

PWD Maudlin stated they are working on it today. They had to stop for a few days because they had to get a bracket they did not have in order to connect the aluminum fence sections to the columns.

Commissioner Bone stated he heard a couple comments from people at the Chamber breakfast about it as well. He called the city manager just to bring up a point of the issue and the city manager had already been contacted by someone else.

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CM Minner stated in every project you do nothing is ever as it is designed; that is why there are change orders all the time. If we were talking about a significant huge change then no, we would not have done it, but it was a small change, it was reasonable, and there was conflict over who should pay the bill but at the end of the day the city has a better project and only spent a tick more extra.

The roll call vote was:

Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Hurley	Yes
Commissioner Robuck	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the resolution.

Mayor Dennison introduced Boy Scout Nicholas Pratt from Troop 154 who is working on his citizenship and community badge. Mr. Pratt was invited to sit at the dais for a close up view of the proceedings and Mayor Dennison named him an official visiting Commissioner for the evening.

TABLED RESOLUTION FOR REAPPOINTMENTS TO THE LEESBURG PLANNING COMMISSION

Commissioner Hurley introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, REAPPOINTING TO THE LEESBURG
PLANNING COMMISSION TWO REGULAR MEMBERS AND ONE
ALTERNATE MEMBER, WITH TERMS TO EXPIRE AS OF
SEPTEMBER 30, 2018, AND PROVIDING AN EFFECTIVE DATE

Commissioner Robuck moved to adopt the resolution and Commissioner Christian seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Robuck stated in the future he would appreciate it if the Commission received a heads up when these advertisements for board applications are done because not many people read the newspaper. He does not think advertising in the newspaper is really sufficient. He does not have an issue with any of the people who did apply, he would just like to have seen more people apply that are interested. Commissioner Robuck stated he does not know Mr. Kaplan, but understands he was an alternate last time and attends all the meetings. Commissioner Robuck stated both Mr. Kaplan and Mr. Bowersox are retired and stated his suggestion would be to switch them around this time to give someone else a shot on the board if they really are that interested.

Mayor Dennison asked if Commissioner Robuck would like to make that amendment.

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Commissioner Robuck moved to amend recommendation to appoint Stewart Kaplan as the regular member and Ted Bowersox as the alternate member.

Commissioner Hurley asked if anyone knew if the parties would be open to this.

Commissioner Robuck stated he has no idea but Mr. Kaplan comes to all the meetings. They all applied to be regular board members no one applies to be an alternate. Staff wrote the recommendation because it was done this way last time.

Planning and Zoning Manager (PZM) Dan Miller stated it is correct; they all apply to be members. Mr. Kaplan is an alternate member and does attend all the meetings. PZM Miller stated he does not know how this would be received as he has not had a chance to speak with any of them.

Mayor Dennison asked if someone would like to table this to the next meeting to give staff time to get in touch with these gentlemen.

Commissioner Christian stated there are a couple items on the floor; a motion / second and also a motion without a second.

CA Morrison stated a motion to table if someone wants to make that would supersede all other motions.

Commissioner Bone moved to table the resolution and Commissioner Robuck seconded the motion.

The roll call vote to table this item was:

Commissioner Bone	Yes
Commissioner Hurley	Yes
Commissioner Robuck	Yes
Commissioner Christian	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission tabled the resolution.

ADOPTED ORDINANCE 15-31 AMENDING THE FIREMEN'S RETIREMENT PLAN, BY AMENDING PARAGRAPH (5) OF SUBSECTION 2.5(A), BENEFIT ON TERMINATION OF SERVICE; AMENDMENT EIGHT

City Clerk Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING THE CITY OF LEESBURG MUNICIPAL FIREMEN'S RETIREMENT PLAN, BY AMENDING SECTION 1.3, PARTICIPANT'S CONTRIBUTION ACCOUNT; AND BY AMENDING PARAGRAPH (5) OF SUBSECTION 2.5(A), BENEFIT ON TERMINATION OF SERVICE AND ON DEATH AFTER TERMINATION OF SERVICE; PROVIDING THAT INVALIDITY OF ANY PORTION HEREOF SHALL NOT AFFECT THE REMAINING

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PORTIONS OF THIS ORDINANCE; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Commissioner Hurley moved to adopt the ordinance and Commissioner Bone seconded the motion.

Mayor Dennison requested comments from the Commission and audience. There were none.

The roll call vote was:

Commissioner Hurley	Yes
Commissioner Robuck	No
Commissioner Christian	Yes
Commissioner Bone	Yes
Mayor Dennison	Yes

Four yeas, one nay, the Commission adopted the ordinance.

FIRST READING OF AN ORDINANCE AMENDING THE CITY OF LEESBURG MUNICIPAL POLICE OFFICERS' PENSION TRUST FUND BY AMENDING CHAPTER 17

Commissioner Bone introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, AMENDING CHAPTER 17, PENSIONS AND RETIREMENT, ARTICLE IV, POLICE OFFICERS' RETIREMENT FUND, OF THE CODE OF ORDINANCES OF THE CITY OF LEESBURG; AMENDING SECTION 6, BENEFIT AMOUNTS AND ELIGIBILITY; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY OF PROVISIONS; REPEALING ALL ORDINANCES IN CONFLICT HERewith AND PROVIDING AN EFFECTIVE DATE.

Mayor Dennison requested comments from the Commission and the audience. There were none.

FIRST READING OF AN ORDINANCE ANNEXING APPROXIMATELY 9.25 ACRES GENERALLY LOCATED ON THE NORTH SIDE OF CR 470, WEST OF DEBBIE ROAD

Commissioner Christian introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ANNEXING CERTAIN REAL PROPERTY CONSISTING OF APPROXIMATELY 9.25 ACRES, GENERALLY LOCATED ON THE NORTH SIDE OF CR 470 AND WEST OF DEBBIE ROAD, LYING IN SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE

COUNTY, FLORIDA, PROVIDING THAT SAID PROPERTY SO ANNEXED SHALL BE LIABLE FOR ITS PROPORTIONATE SHARE OF THE EXISTING AND FUTURE INDEBTEDNESS OF SAID CITY; PROVIDING THAT SUCH ANNEXED PROPERTY SHALL BE SUBJECT TO ALL LAWS AND ORDINANCES OF SAID CITY AS IF ALL SUCH TERRITORY HAD BEEN A PART OF THE CITY OF LEESBURG AT THE TIME OF PASSAGE AND APPROVAL OF SAID LAWS AND ORDINANCES; PROVIDING THAT SUCH ANNEXED TERRITORY SHALL BE PLACED IN CITY COMMISSION DISTRICT 3; AND PROVIDING AN EFFECTIVE DATE (Logan Sitework).

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Robuck stated he would like for staff to bring this back at second reading to prohibit thrift stores as an approved use even though they are not asking for that use. Also, in general on PUDs PVC fencing is allowed; however, he hates PVC fences and thinks it is really ugly. He understands the affordability issue and does not want everyone to build big stucco walls, which can get really quite expensive. Commissioner Robuck suggested on this one and future PUDs that the PVC fencing is removed and replace with composite fencing. He passed around a sample for the Commissions review and stated Romac does sell the PVC fencing so he is not doing this to give himself business.

Commissioner Hurley asked which is more expensive. Commissioner Robuck stated they are pretty comparable in price.

Mayor Dennison asked what the length of time is to last on composite versus the PVC. Commissioner Robuck stated just as long as it is a comparable type material.

PZM Miller stated this is the annexation and he believes Commissioner Robuck intended his comments for the rezoning item, but staff is fine with his suggestion.

Commissioner Christian asked staff to bring back the cost of the two, composite versus the PVC. PZM Miller stated that would not be a problem.

FIRST READING OF AN ORDINANCE AMENDING THE ADOPTED COMPREHENSIVE PLAN ON APPROXIMATELY 9.25 ACRES, FOR PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF CR 470, WEST OF DEBBIE ROAD

Commissioner Bone introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE AMENDING THE COMPREHENSIVE PLAN FOR THE CITY OF LEESBURG, FLORIDA, CHANGING THE FUTURE LAND USE MAP DESIGNATION OF CERTAIN PROPERTY CONTAINING APPROXIMATELY 9.25 ACRES, GENERALLY LOCATED ON THE NORTH SIDE OF CR 470 AND WEST OF

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DEBBIE ROAD, LYING IN SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, FROM LAKE COUNTY URBAN LOW DENSITY TO CITY INDUSTRIAL AND TECHNOLOGY COMMERCE PARK; AND PROVIDING AN EFFECTIVE DATE. (Logan Sitework)

Mayor Dennison requested comments from the Commission and the audience. There were none.

FIRST READING OF AN ORDINANCE REZONING APPROXIMATELY 9.25 ACRES GENERALLY LOCATED ON THE NORTH SIDE OF CR 470, AND WEST OF DEBBIE ROAD

Commissioner Bone introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, REZONING APPROXIMATELY 9.25 ACRES, GENERALLY LOCATED ON THE NORTH SIDE OF CR 470, WEST OF DEBBIE ROAD, LYING IN SECTION 16, TOWNSHIP 20 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, FROM LAKE COUNTY A (AGRICULTURAL) TO CITY SPUD (SMALL PLANNED UNIT DEVELOPMENT); AND PROVIDING AN EFFECTIVE DATE. (Logan Sitework)

Mayor Dennison requested comments from the Commission and the audience. There were none.

FIRST READING OF AN ORDINANCE EXTENDING THE PHASING REQUIREMENTS OF ORDINANCE 12-19, SECTION 2.H.2 FOR FORTY-EIGHT (48) MONTHS FOR THE RENAISSANCE TRAILS PUD

Commissioner Hurley introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING A PUD (PLANNED UNIT DEVELOPMENT) ZONING TO ALLOW AN ADDITIONAL 48 MONTHS UNDER THE PHASING SECTION 2.H.2 OF THE ZONING CONDITIONS ON APPROXIMATELY 650 ACRES, FOR PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF CR 48, AT THE INTERSECTION OF NORTH AUSTIN MERRITT ROAD, AS LEGALLY DESCRIBED IN SECTIONS 31 & 6, TOWNSHIPS 20 & 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (Renaissance Trails)

Mayor Dennison requested comments from the Commission and the audience.

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Commissioner Christian stated he saw this in 2006 and 2012 and asked why we are going to give them another four years of an agricultural exemption. His concern is this was done in 2006 where the city pretty much allowed the developer to use this property and get a reduced tax rate even though it is going to be zoned for high quality residential. He is just under the mindset that if that portion is removed maybe it will speed up development and have some taxes for the city.

PZM Miller stated that interim use, item #5 under land use, was added to allow that specific use because the economy was bad.

Greg Beliveau with LPG stated this is a new owner who just purchased the property. It was a Pringle project originally in 2006 and when the Pringles met their demise, it was taken over by a bank and the bank got the first extension. The bank has now found someone to take it over and it is this new owner who wants the four years and wants the benefits of all the uses. They are also willing to do the one change which Commissioner Robuck requested in changing it from apartments to multi-family; that is not a problem. But they would like the benefits of the other uses there during this four year term to go ahead and put everything together to get this thing kicked in gear.

Commissioner Christian asked when they took ownership. Mr. Beliveau stated he thinks they purchased it last year.

Commissioner Christian asked if they have done anything for development yet.

Mr. Beliveau stated that is what they are doing now, going ahead and trying to get this extended because it is going to sunset this year. They are looking at other projects but this is the first one they picked up of this size and magnitude and this is one they want to look at for Leesburg.

Commissioner Christian stated he does not want to be the city that allows big developers to come in, flip property, give no taxes, and then four years from someone comes in saying they are the new owner, just bought it and wants to grow blueberries for four more years and pay no taxes. He would feel better instead of giving four years to give two years and then in two years they come back and say we have invested in some sight work, or invested in some other capital costs as opposed to just coming in and getting a four year extension.

Mr. Beliveau stated you have to understand this is a large project and projects of this scale tend to attract only a certain amount of people in the market. This is not a 200 unit or a 400 unit project which attract a whole different type developer. When they are this large with only a select group playing in the game they need time.

Commissioner Bone asked how long do they need. Mr. Beliveau stated that is the reason they are asking for four years.

Commissioner Robuck thinks we also need to think about not just what we want but what we are going to get if we say no and just let this sunset and it stays agricultural and they go and do the project somewhere else. It is not like if we say no that all of a sudden this stuff is going to get taxed at a high rate because there is nothing there now.

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CA Morrison stated actually that is not entirely accurate. Leesburg does not have an agricultural zoning district; the agriculture would be allowed as a condition in this PUD. If it sunsets then they cannot use it for agriculture as it would be a zoning violation.

Mr. Beliveau stated no it is a grandfathered non-conforming use. CA Morrison responded that is debatable.

Commissioner Bone stated the land use approval was for the single and multi-family town homes and then a temporary use that got rid of the agricultural zoning on the property. It was modified in 2012 to add an allowance that they could do blueberries so they would not have to pay the higher taxes on the property. He does not know that there would be anything to grandfather in there other than because what was permitted was for them to grow blueberries until the term expired and the term expired.

Mr. Beliveau stated it does not expire until later this year, but even if it expires that permit, that permission to do Ag use is there and it is being used in its Ag purpose. So once the land use goes away if they are using it for Ag purposes Carey Baker still assess it for what it is being used for.

CA Morrison stated that is the nature of the Ag exemption; Carey Baker is limited to looking at the actual use and the city is not because it controls land use. If the actual use is out there Carey Baker has to give them the exemption but the city does not have to accept that because their rules say you cannot grow things here. It was permitted conditionally as a prelude to development and if that goes away then the other goes away in his opinion.

PZM Miller stated this development is interlinked with the developments on 470 and the things that are going to happen over the next few years. He would respectfully recommend and he understands what Commissioner Christian is saying about the taxes and certainly the city wants the tax money, but due to this interlinking if we get the businesses and jobs out on 470 then they are going to need houses. From a staff perspective if we could approve this tonight and then see what develops over the next four years; we can always come back.

Commissioner Hurley asked if they have purchased the property. Mr. Beliveau responded yes.

Commissioner Hurley asked if Mr. Beliveau thinks they are going to maybe change their mind if the city does not pass this. Mr. Beliveau stated no.

Commissioner Hurley stated from his standpoint he get so tired of people bringing ultimatums that if we do not give this exemption they are going to let this thing sunset and just go away. That would make them idiots if they would spend that much money and go through all the planning they have already done to say if we do not give them this four years of agricultural exemption they are going to take all that money throw it in the trash can and walk away to find another place; they would not do that. Everything the Commission said is wonderful and he agrees, but we do not know if they will not sell the property and another person come in asking for the same thing. What is wrong with

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giving a two year extension and if they can come back in two years and show some good faith efforts and ask for the other two years then yes he would be on board for doing that.

Commissioner Bone asked what are the chances they are going to develop the property themselves.

Mr. Beliveau stated he thinks there is a good potential they are going to develop part of it and then obviously like other projects, spin off other portions to larger home developers who do specific tasks of which they are very good at.

Commissioner Robuck thinks it is important to realize the scale of this project, 2,000 units, which is like what the Village builds in a year; this is not a small development. He certainly understand the idea that we do not want people to just sit on property, but we are also competing with other cities and the county, and thinks it is important to say we are developing this area, we are business friendly but to start saying we will let you do part of it sets a tone for Leesburg. Commissioner Robuck thinks the city has to do everything possible when it has a good project and he did have some issues with this specific project but they have agreed to address those. He did not like some of the multi-family because he thought it just screamed low income subsidized housing which can be okay in certain circumstances, but probably not next to our new employment center.

Commissioner Hurley asked how this is a negative if the city says it will give two years and all they have to do is show some good faith besides growing blueberries. Then come back in two years and have a meeting just like this and in five minutes they have two more years.

Commissioner Robuck stated he does not think it can be done in two years. Coreslab has not even broken ground yet so those jobs are not going to be out there for another year.

Commissioner Christian stated he hears what Commissioner Robuck is saying but at the same token a lot can be accomplished in two years. They come back in two years saying we have started on this project and he does not think anyone on this Commission would say no to two more years. Commissioner Christian stated he will support two years but cannot at this time support four years.

Commissioner Bone stated this is now used to grow blueberries because it was allowed four years ago with an amendment to the PUD so it is being taxed as agricultural. He asked what it was approved for prior.

Mr. Beliveau stated it was actually being used as a sod farm.

Commissioner Bone stated if this was downgraded from a higher taxing piece of property to Ag he would be more concerned.

Mr. Beliveau stated if we get two years, we get two years and he will tell his clients to get moving on something and if we have to come back in two years for another two years we will.

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Mayor Dennison stated CA Morrison mentioned the city does not have an Ag code and asked can the city actually be taxing this property.

CA Morrison stated no, because currently the PUD allows agricultural uses under its own terms and PUDs are utilized because they give flexibility in land uses; that is one of the benefits. Right now they are operating lawfully and as stated earlier the property appraiser looks at the actual use and that has been a contention. He remembers years ago along International Drive people were buying those valuable commercial pieces to put cows on them and the property appraiser would say well I cannot look at the zoning, it is cows.

CM Minner stated he thinks the argument here could go either way. He respects where the Commission wants to go and should the Commission vote for a two year issue than Mr. Beliveau as the representative needs to take that back to his clients and say the Commission is showing good faith, they are willing to work with us. If this exemption goes away what he would assume the city's position to be is that there is some multi-family zoning now in place on this property, not the exemption from the agreement, but because there is nothing going on at this property when Carey Baker goes to assess it and that value is going to be so low that the potential to collect taxes on that property is really back to a negligible effect.

CA Morrison stated the way the Ag exemption works is Carey Baker assess the property at what he considers fair market value and then you pay a percentage of that in taxes. In other words you start with the fair value, which he does not think would change under that scenario because that is fair value without the Ag use and then you only pay a certain percentage of the taxes that would be assessed against it because it is Ag use. The assessment number does not change. He might lower it a little bit but it is still going to be more, but even at that he does not have the numbers in front of me and vacant land is still vacant land.

Mayor Dennison asked staff to get the assessment numbers and provide at the second reading.

PZM Miller asked if we should go ahead and change the four to two years.

CM Minner stated it will need to be done in the staff report and bring up the assessed values and try to put some tax numbers together.

Commissioner Robuck asked as to the two years if a list could be provided of items like platting, etc., that would give an automatic two years.

CM Minner stated staff will come up with the sliding scale of bench marks to trigger things, will come up with that recommendation and will bring the tax numbers.

Mr. Beliveau stated Section 5 reads as they swing portions of the property into the develop mode the Ag disappears on those phases. It is only retained on the property not yet developed.

CA Morrison asked if this requires a DRI and if so, does it have one or been applied for.

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Mr. Beliveau stated it is required but has not been applied for and if they lower the number of units then that requirement goes away.

Commissioner Christian stated this does say in order to mitigate the impact development may have a school capacity in lieu of dedicated school site, developers will pay to the city for each age restricted lot or unit. He just wanted to make sure everybody understands the city needs a check.

Mr. Beliveau stated yes, that is a unique requirement. This PUD is the only one to have that requirement that allows the age restricted units to pay into the schools.

FIRST READING OF AN ORDINANCE EXTENDING THE EXISTING IMPACT FEE WAIVER FOR REDEVELOPMENT PROJECTS

Commissioner Hurley introduced the ordinance to be read by title only. CC Purvis read the ordinance by title only, as follows:

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, ESTABLISHING A WAIVER ON COLLECTION OF CITY IMPACT FEES UNTIL SEPTEMBER 30, 2016; SETTING FORTH LEGISLATIVE FINDINGS, SUSPENDING THE COLLECTION OF WATER, WASTEWATER, AND MUNICIPAL SERVICES IMPACT FEES FROM THE EFFECTIVE DATE OF THIS ORDINANCE UNTIL SEPTEMBER 30, 2016, TO ALLOW TIME FOR THE CITY TO RE – EVALUATE ITS POLICY ON COLLECTION OF IMPACT FEES FROM NEW BUSINESSES MOVING INTO EXISTING, VACANT STRUCTURES; LIMITING THE WAIVER OF IMPACT FEES UNDER THIS ORDINANCE TO NEW BUSINESSES MOVING INTO EXISTING VACANT STRUCTURES, AND REDEVELOPMENT OF EXISTING STRUCTURES, REQUIRING PAYMENT OF IMPACT FEES SUSPENDED BY THIS ORDINANCE IF A CERTIFICATE OF OCCUPANCY OR BUSINESS TAX RECEIPT FOR THE PROJECT OR BUSINESS IS NOT ISSUED WITHIN TWELVE MONTHS OF ISSUANCE OF A BUILDING PERMIT FOR THE PROJECT, PROVIDING A SAVINGS CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

Mayor Dennison requested comments from the Commission and the audience.

Commissioner Bone stated the last time the city extended the impact fee waiver and he sees there are some numbers listed showing what is happening and businesses have come downtown which is great. He would like to verify that in regards to traffic, parking, fire, or anything that these impact fees would normally be used for that we are okay on those.

PZM Miller believes we are and stated there is absolutely nothing controversial about this. The issue is the city is getting businesses where infrastructure is already in place which is the great advantage of this. For example Dandy's Sandwich Shop, Ben's Jazz Piano Bar, Hook 'Em Horns, Ben Watson's mall on West Main, the AT&T building on US 441, and then one of the newest is a new fitness club in Palm Plaza.

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Commissioner Christian stated this shows how much money was collected but asked if there is any way to pull a report like from October 1 to July 30 of how much money total did the city not collect because of this ordinance.

PZM Miller stated yes, he should be able to put something together.

ADOPTED RESOLUTION 9663 EXECUTING AN AMENDED ELECTRIC SERVICE RATE SCHEDULE

Commissioner Hurley introduced the resolution to be read by title only. CC Purvis read the resolution by title only, as follows:

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, PERTAINING TO RATES AND CHARGES FOR ELECTRICAL UTILITY SERVICES; ADJUSTING ELECTRIC SERVICE RATES, ELIMINATING TIME OF USE RATES, REPEALING AN AUTOMATIC RATE INCREASE SCHEDULED TO TAKE EFFECT ON NOVEMBER 2, 2015; MODIFYING THE GENERAL FUND TRANSFER CALCULATION TO EXCLUDE FROM THE CALCULATION REVENUE DERIVED FROM THE BULK POWER COST ADJUSTMENT; AND PROVIDING AN EFFECTIVE DATE.

Commissioner Bone moved to adopt the resolution and Commissioner Hurley seconded the motion.

Mayor Dennison requested comments from the Commission and the audience.

CM Minner provided a brief power point. He thinks this is a really big issue for the city and really kind of the quid pro quo getting back to the fire assessment fee. There are two options the City Commission has in terms of reducing rates; essentially a five step plan that reduces rates through changes in the operational savings, transfer to the general fund policy, a debt reduction, a tiered rate and then adjustments that staff will do administratively. When those plans are put together staff came up with a rate at the last meeting showing we could structurally reduce the rate to about \$121. More homework was done and we can actually reduce the rate to about \$118.27; the difference there is suggesting instead of reducing the tiered rate by the \$2, recommend it reduce by \$5.50. The resolution in the agenda packets reflected this where the Duke settlement money was used to offset and reduce debt payment; however, this evening he put together a resolution which essentially says the same thing but changes some of the rate numbers and is reflective of this policy which is to not use the Duke money for debt reduction at this time.

He stated there are three segments of this proposal he wants to provide in more detail:

#1) the Duke settlement – Right now the city is looking to receive a total of about nine million dollars from the CR3 settlement and it is staff's recommendation to set that money aside in the electric fund; in an R&R account. We think it is critical to keep that money in the electric fund to use for electric purposes. Essentially the tradeoff is nine

million dollars in cash now or 16.5 million dollars in debt reduction savings later and some issues hit in trying to put this into a rate reduction schedule for October 1, 2015. With the initial refinancing plan the P&I payments actually go up because the debt is ballooned, so staff thinks the best application of using cash to retire debt is the 2007A series retirement but that is ballooned and actually increased our debt payment. If it increases our debt payment we do not have that cash to reduce debt payments which actually is structurally an increase so staff needs to go back and review this some more. There will be time for other refinances through the course of FY 16 where the Commission will need to task staff with sources to invest the nine million dollars, but in that time there will be other projects where some of these monies can be used; meaning electric improvement projects which can be funded by R&R. This will actually help on an operational side and frankly, in making a big significant change in the rate helps the city breathe a little bit more.

#2) Power cost adjustments – We cannot eliminate the bulk power cost adjustment but instead of talking about numbers, now \$32.00 per 1000 and an equivalent rate, or a net neutral rate being about \$24, those numbers actually change and they change structurally. It is estimated at the end of the fiscal year that the bulk power cost adjustment is going to have a balance of about 8.3 million dollars and staff thinks we need about three million in that fund, so there really is about 5.3 million dollars of over recovered monies that needs to be returned to our customers. No matter what we do, this money really needs to get back to our customers; it is not project money to be spent on anything other than power cost and right now that needs to get back to our customers. Our net neutral number would be if the power cost adjustment is actually at \$18.835 per 1000. If you come up with a plan to slowly get that money back in a conservative approach you can actually take another \$4 off and get your BPCA set at \$14.09 and then every year thereafter add that \$1.18 to this rate so that year one you return 2.1; year 2 return 1.6 and so by FY 20 these numbers add up to 5.3 million dollars. Then really what we are building is a rate that is \$124.43, so if everything in the world stays as it is today in five years the electric rate is not going to be \$119.69, it is going to be \$124.43, but anything could happen in the next five years. Staff feels very comfortable with this BCPA plan and should the Commission want to change other components of it, please do not change the BCPA, because this 5.3 million needs to come back to the customer.

#3) Tiered rate discussion – When we reexamined the BCPA originally, we were saying to reduce per 1000 cost by \$2, but staff actually thinks this can go up to \$5.50. Essentially you can even reduce it lower than \$5.50; however, we start seeing some things happen with the overall rate where higher users start paying a little bit more. He thinks through discussions of the tiered rate it was wanted to capture as much reduction as possible without increasing other classes or other amount of uses. If you reduce the rate by \$5.50, the recommended rate is \$119.69 per 1000. Long story short what we are capturing is everybody has a rate decrease FY 16 and that rate decrease goes from \$19 to \$13 and then we said okay we are going to increase the BPCA by \$1.18 every year for the next four years what does that look like and still everyone had a rate reduction. The only class which does not see a rate reduction in this is the 3000 Kw and above users, which is less than 1% of our customers. Having said that 83.1% of our customer makeup is residential, so whatever we do here is residentially based.

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CM Minner stated on the commercial side, a general commercial account will see about a 4% reduction and a commercial demand customer will see about a 12% reduction.

CM Minner stated in going back to the rate study essentially what we are looking at is a rate that goes from \$138 to \$119 and the average municipal rate as of July 2015 was \$118 and the IOUs are an average of \$128. He thinks the Commission certainly lived up to its promise to mitigate the cost of the fire assessment with a smaller decrease in electric. The fire assessment fee was dropped by about two thirds from \$155 to \$58 and we found significantly more reduction on the electric side with the five step plan. So essentially what the plan looks like now for FY 16 is about a 14% residential reduction with a \$58 fire assessment fee impact, so for the customer at the 1000 Kw rate is actually getting about \$175 back into their pockets.

CM Minner stated staff's recommendation this evening would be for the Commission to adopt the resolution before it; putting the Duke settlement money into R&R and task staff with continuing to research alternatives to refinance the 2007A.

Mayor Dennison stated bottom line the rates are dropping substantially and this should make everybody happy.

CM Minner stated bottom line the rate is dropping substantially, the Commission has lived up to its quid pro quo promise and surpassed it, and is still structurally in a good position to do capital projects in the general fund while keeping the electric fund solid. The crystal ball is what happens with the one penny sales tax which we have already said is critical for the city and if it does not pass all bets are off and we go back to the drawing board. Tonight by approving this resolution the Commission will significantly change the tone of how you do business and it is a big step for the city of Leesburg and Leesburg electric.

Commissioner Christian asked when customers will start to see this reduction.

CM Minner stated when the October bills go out so probably on the November bill. He stated the other good thing he would add is that if we do in the next twelve months and everything being equal we find some good alternatives for the debt reduction then that would potentially offset the first implementation of the BCPA increase which may keep the rate at \$119 for two years instead of one.

Commissioner Bone commended staff for their work, stating the people in Leesburg and the Commission asked that something be done about the utilities and when the fire assessment was talked about there was a lot of concern voiced that it was just more money to the city. He thinks this just shows how good a job staff is doing by crunching the numbers like this and showing they really can sharpen the pencils and show the city can be accountable for our citizens' dollars.

Commissioner Robuck stated he is okay with not spending all the cash right now, but would like an update in the future about the widening project from Newell Hill to US 441. At a recent chamber breakfast TJ Fish, with the MPO, said that FDOT has done the right of way acquisition and is ready to go but stopped because Leesburg does not have the money to relocate utilities. Commissioner Robuck wants to make sure in the future

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the city has enough money to do this and that it is not said say in 2030 the highway is not widened because Leesburg spend all its money.

Commissioner Bone stated he was present at the MPO meeting where they were completing the final approval of state funds available and the order of projects within Lake and Sumter Counties. One of the terms used was shovel ready which means the plans are approved, the money is dedicated and the state is ready to go; here is Leesburg on a shovel ready project to widen US 441. He stated present are all the government leaders in this part of Central Florida, both cities and counties, and on the schedule is a shovel ready project in Leesburg, about the 3rd or 4th project on the list, to be completed with the next set of projects and the comment was made that Leesburg is not ready. He thinks we can make better statements than this to our citizens, to other cities and the county about what we are able to do in Leesburg. We are ready to get some things done and when the state is ready to put that money into a project he thinks it makes a negative statement to the state when Leesburg says it is not ready because we have other projects that need to be done. If the state says it is ready but the city is not, then what is their rush to do that project? He thinks if the state is ready to jump on a project, then the city should be also.

Commissioner Hurley stated he understands Commissioner Bone's comments but does not think it is a total black eye because we could have taken the money and done that project, but instead chose to take the utility money for example and do other projects that were critical at the time and just rotated that project a little further back.

CM Minner thinks the three on going issues for the electric fund and it continues to weed back to the 441 CRA, but 1) what happens with the 441 / 27 re-widening project; 2) figure out structure on how to deal with the 441 / 27 CRA debt; and 3) the debt restructure for the 2007A's. In addition to the rate we are monitoring of where over all costs go in the electric fund. He stated there are a lot of moving parts in this but bottom line is staff feels extremely comfortable with the recommendation to adjust the electric rate to \$119.69 for the first 1000 Kw as recommended.

Mayor Dennison asked for any comments from the audience before moving to the vote. She stated there is no five percent increase.

CM Minner thanked all staff for their hard work in getting this accomplished.

Mayor Dennison asked for a motion to amend the numbers to staff's recommendation.

Commissioner Bone moved to amend the resolution as recommended by staff and Commissioner Robuck seconded the motion.

The roll call vote on the amendment was:

Commissioner Robuck	Yes
Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Hurley	Yes
Mayor Dennison	Yes

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Five yeas, no nays, the Commission adopted the amendment.

Commissioner Bone moved to adopt the original resolution as amended with the resolution proposed by the staff and Commissioner Hurley seconded the motion.

The roll call vote on the amended resolution was:

Commissioner Christian	Yes
Commissioner Bone	Yes
Commissioner Hurley	Yes
Commissioner Robuck	Yes
Mayor Dennison	Yes

Five yeas, no nays, the Commission adopted the resolution.

COMMISSION DISCUSSION - PROCUREMENT PROCESS FOR LAKEFRONT TV PRODUCTION SERVICES

CM Minner stated the contract expires soon and he is looking for some direction from the Commission; continue, go procurement process, or get out of the TV business.

Mayor Dennison stated she has seen the station change for the better in the quality of the programs and thinks this is a valuable tool for the city of Leesburg.

Commissioner Christian agrees.

Commissioner Robuck agrees with the quality of the programming, but stated only ten percent of the schedule is Leesburg. Other entities use the station and he feels they should help pay. He stated he would like to see this go out for procurement to see what other options are available; do not have to take but it would not hurt to see what else is out there.

Commissioner Bone does not want to lose the station and would like to see more city programming.

Commissioner Hurley would like to continue for another year; Dr. Anna Marie has worked hard to get the station where it is today. He feels the contract should have more substance and agrees others should help pay for programming.

Public Comments for keeping or praise of the station:

Gina Buell, Taste of Lake
Michael, Teacher at Eustis High School
Bob Peters, Veterans programs
Sandi Novack, Teacher at Beacon College
John L. Johnson, Other Leesburg program

Dr. Anna Marie Chwastiak stated the station has great momentum going and she would embrace meetings with the Commission to see what is important. She thinks some clarification is needed. Other cities want programming time but wondering why they

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have to pay. She stated there is money coming in; 80% is production and 20% goes to the city.

Commission directed CM Minner to meet with Dr. Chwastiak to renegotiate a contract with rules and regulations to go forward and bring back a draft proposal.

COMMISSION DISCUSSION - HERLONG PARK TRAIN DONATION

CM Minner stated in the FY 16 budget there is \$25,000 allocated to repair the train. He stated other entities have expressed a willingness to take the train. CM Minner asked the Commission direction as to fixing the train or let someone take it from the city.

Commissioner Robuck stated if the train had significant value to the city he would say keep it; but it does not.

Commissioner Christian stated to give it away.

Commissioner Bone stated it is a shame for it to sit there in its present condition.

Mayor Dennison suggested we find someone to give it a good home.

Commissioner Hurley stated he supports fixing the train.

Commission directed CM Minner to start the RFP process and report back to the Commission.

INFORMATIONAL REPORTS:

Miscellaneous Accounts Receivable Customers with City Attorney
Expected Write-offs as of July 2015
Report of Receipts and Disbursements by Fund July 2015
City Manager Contingency Fund

Commissioner Christian asked about the increase on the Expected Write-offs stating there are two months left in this fiscal year, however, it is way above this time last year. He asked for staff to explain to the Commission. **FD Spinelli** stated one account was in the mall and he will need to research the other two. **Commissioner Bone** asked how much the one at the mall was. **FD Spinelli** stated he does not know off hand and stated he and the city manager spoke about this and that the amount would probably grow to almost \$500,000. **CM Minner** stated yes, they did talk about this and he would also point out these are the bad years where the city had the crazy restrictive policy and the bad economy. We now have a better policy which is more customer friendly, but we are also taking risks on the commercial side; this year with the Stay and Save at about \$50,000. He stated staff will get a better look at the numbers but where this exposure is coming from is the mall, which we wanted to take that risk to get it moving, and Stay and Save which was just a crazy blip the city went through. He stated this write off number is well under the 1% level which is the rule of thumb. **Commissioner Christian** stated he just wants to make sure people do not think they can go to the mall and get \$9,000 dollars wiped off; he still wants to make sure the city gets its money. He also wants to make sure

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staff is tracking this because \$9,000 per customer is a bit of money to lose in one month. **FD Spinelli** stated liens are attached and the city attorney is also working on this. He thinks Radio Shack was also a little piece of that. **CA Morrison** stated yes, they were bankrupt so nothing the city can do about that and there is a bond on that which he thinks the city is going to collect on; possibly a \$1,000, so it is not quite as bad as it looks.

Commissioner Robuck asked on the \$50,000 in the 041 fund, damage to city property; how does someone do \$20,000 to city property. **FD Spinelli** stated they probably hit a utility pole or transformer. **Commissioner Robuck** asked if the city can collect his money. **CA Morrison** stated generally a good portion of it is collected ultimately from the insurance company if the driver has insurance and then Mark Brionez with their office tries to collect the rest. Often times you are dealing with people who just cannot pay and they will get a judgement against them that just sits on record.

CITY ATTORNEY ITEMS: None

CITY MANAGER ITEMS:

CM Minner reminded everyone of the first public budget hearing Thursday, September 17, at 5:30 p.m. on the tentative budget and millage.

PUBLIC COMMENTS:

Patricia Lee expressed kudos to the Mayor, stating she is the Mayor of little people as well as the big people. She attended and represented the city at two events of their little organization; so thank you. She was also awarded one of their Unsung Hero awards along with the Lewis Ward and his wife, and Mrs. Jane Hepton. Ms. Lee stated as to the Dabney property we have missed an opportunity and are about to miss one again with regards to the property being used for a multi-faceted mixed use, mixed income project which would produce tax revenue for the city, create jobs, solve some of the educational, social and economic issues of that area and the city in general. She stated it is a micro enterprise program and most everyone sitting on the dais, or the county commissioners, some state commissioners and she is talking about Lake County as well as other counties have been presented this project. Those of whom it was presented to saw the value in it and thought it was a great project. They saw the potential in doing this type of project and that the Dabney property was an ideal site. If that property is used for non-profit activity only or for just recreation the city will miss out on that revenue stream. The city will miss the opportunity to put in place a project that will generate multiple revenue sources to help fund the construction of the project and it will continue to produce revenue for that community and for the city. **Commissioner Hurley** informed Ms. Lee that the city does not own that property; it is the school board who is having its meeting this evening and suggested Ms. Lee should have been there. **Ms. Lee stated** she knows the city does not own it and she prefers to attend this meeting. She stated the only group who has not heard about this opportunity has been the Lake County School Board because she has tried for two years to get an appointment with them and could not. She applauds the Boys and Girls Club and thinks they have an awesome board; however, Dabney is still is not the best place to put them in terms of the benefits of the citizens. No, the city does not own the property, but it is within the city of Leesburg and what happens to that property impacts the citizens. The school board owns it because it was

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gifted to them and it was a gift intended to benefit the people in that vicinity, most notably low income minority people. It pains her to see the city thinks it does not have a dog in this fight because the city is responsible to its citizens and some of them say we cannot just give it away. Ms. Lee stated she is also sad that there is still a disconnection between the work force, local government, major non-profits, and educational institutions. It is a shame that nobody has said let's put together a consortium to work this out and make some things happen. That property has been sitting there eight years rotting away in a subdivision that the CDC had already put together looking nice and here now is this property right in the way because cannot anyone decide or have the intestinal fortitude to move forward. She stated the Commission owes it to the citizens not to just say we do not have a dog in this fight because you really do; because you are accountable to the citizens and what the school board does with that property is going to affect some of the citizens who do not really have a voice and who could benefit tremendously. **Commissioner Hurley** stated he does have some intestinal fortitude and at the end of the day wants her to be proud of him, but to make it very clear, his name is Jay Hurley and he was elected as a Leesburg City Commissioner. The elected school board member who covers Leesburg is Roseanne Brandenburg; she is the one you need to speak with. Please understand every time someone comes to the podium from a different group they always finish with and if you do not do what I want you are doing the citizens of Leesburg a great disservice, so unfortunately, every time we vote we do some citizen a great disservice and we do some citizen a good service. He stated until someone can bring an idea that tells how the Leesburg Commission can tell the School Board what to do with their property he is at a loss. He would like to help, but it is the school board's decision. **Ms. Lee** stated it is the school board, but the property is in Leesburg and what happens to it affects the citizens of Leesburg. **CA Morrison** stated just to clarify this may be a moot point as the school board has on its agenda for consideration tonight a contract to sell the front two acres of that property to the dentist who bid on it the last time. The Boys and Girls Club is looking at whether or not they want the back two point two acres or some other site and if they decide they do not want it then the dentist has an option to purchase that as well. So the dentist may well end up with the whole property but it is going to be tied up one way or the other tonight if they approve that contract.

ROLL CALL:

Commissioner Hurley thanked the Police and Fire Departments for their 9/11 ceremony at the Police Station this past Friday and to all those who showed up. It is wonderful that we keep remembering; that is something this country should never forget. He stated on the police side of the fence the grass is mowed and weeds pulled, but not on the fire side and asked Public Works to please take care of this. He stated the city had another shooting and would like for the Commission to push the Police Department to crack down on the crime areas of the city.

Commissioner Bone stated the tall grass was talked about earlier in the CRA meeting and stated it is kind of spread out all through the city and it needs to be cut. He also gave recognition to Miss Fechtel for her efforts in the Miss America pageant last evening, stating she did real well as she represented Leesburg and our community; congratulations to her.

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Commissioner Christian stated on behalf of the CDC he would like to thank the city staff and those who came out for their Souls 4 Sunday event; it was a great success. The community joined together and really appreciated people from outside the city who were just amazed that Leesburg can do such a thing. Commissioner Robuck came out for a while and it was great to see the community come and interact on a Sunday afternoon. He also wants to commend the city manager and his staff who had to come out and move the stage a little bit because of the water on the ground. He thanks them for having a good attitude at least when they talked to the people who were helping to organize the event; they represented the city well.

Commissioner Robuck echoed those comments, stated he thought it was a really great event. The one thing that came out of this, the CDC obviously operates separately from the city and has their funding source to do things, but he thinks it would be great, of course we do get updates from Commissioner Christian, but if when the CDC does their annual planning if the we could get a list of what they are planning for the next year. We do not always know and then as things happen in the city we can kind of keep in mind is there something we could do to complement what the CDC is doing. Try to get on the same page as best we can. He thinks this would be a positive thing because they are doing a lot of great things down there and if we were informed a little more than we could tell about those things as well. Commissioner Robuck stated the city received a complete streets grant from FDOT and they are looking at Dixie Avenue. This is a big deal for Leesburg, where instead of just re-paving 27 they are actually going to look at doing some landscaped medians and pedestrian bike way type things. Keep the same amount of traffic flow but making some visual improvements and is all funded by the state. This is really exciting and a little in the future, but looking forward to that.

Mayor Dennison stated she did want to thank MaryKatherine Fechtel for her participation in the Miss America pageant last night; she thinks she caused a lot more people to watch that show. She did end up in the top 10 and did a fantastic job. Also, her sister Elisabeth, a year or two ago went through the Miss Florida debacle and handled it greatly, with maturity far past her years; so congratulations to the Fechtels. Mayor Dennison stated she noticed in the Orlando Sentinel over the weekend a list of the parks in the central Florida cities and towns to visit and the funny thing is she thought Leesburg had parks, but none were mentioned. She stated that is free advertising and asked staff to look into it. Because of the late hour, she thanked everyone for coming and hanging out until the end. Some really positive things were heard with the electric rate; we said we were going to do it and it has been done, so thank you all.

ADJOURN:

Commissioner Christian moved to adjourn the meeting. The meeting adjourned at 8:08 p.m.

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Mayor

ATTEST:

J. Andi Purvis
City Clerk & Recorder



AGENDA MEMORANDUM

Item No: 4.B.1.

Meeting Date: October 12, 2015

From: DC Maudlin, Public Works Director

Subject: Purchase request for five 2016 Ford Interceptor Utility police vehicles.

Staff Recommendation:

Staff recommends approval of the purchase request using the Florida Sheriffs Association annual contract for police vehicles to Don Reid Ford for a total purchase price of \$128,857.00.

Analysis:

This purchase is for the replacement of five (5) police patrol cars. Fleet Services, working with the Police Department, completed vehicle evaluations using the vehicle condition assessment inspection and scoring process. The condition assessment score is based on evaluation of five operation criteria: (1) age and mileage by type of service, (2) reliability, (3) cost to maintain, (4) overall condition, and (5) mission criticality. The replacement criteria recommends replacing vehicles that score higher than 39 in the next budget cycle and those with scores of 34-38 in one of the next two budget cycles.

Based on the results of the vehicle condition assessments seven patrol vehicles are scheduled for replacement this fiscal year. Five are being replaced by this purchase of utility vehicles. The other two replacement vehicles, a mid-size sedan and ½ ton pick-up truck, on a future purchase request following the bid process.

In addition to the vehicle purchase cost, Fleet Services installs police equipment such as light bars, accessory lights, equipment racks, center console, and back seat partition. Purchases in past years show these items cost approximately \$5,015.00 per car and are included in the replacement budget. The vehicles being replaced are Crown Victoria's therefore very little if any equipment can be reused in the new vehicles. The Ford Interceptor Utility is new to the City fleet so the actual cost of the accessory equipment will not be known until the Police Department has finished specifying the equipment and the items are put out to bid by procurement.

The City began purchasing the Dodge Charger for patrol vehicles in February 2012 following the end of production of the Ford Crown Victoria Interceptor. At that time staff evaluated the available Police Pursuit Vehicles (PPV). It was determined the Dodge Charger was the best choice. Ford did not have a vehicle available with a usage history and the Chevy Impala had several significant mechanical deficiencies being experienced by other agencies, most notably transmission problems.

Police Department staff visited other departments who have the Interceptor Utility to include Wildwood Police Department and Lake County Sheriff's Office. They also spoke with the Seminole

County Sheriff's Office Fleet Manager. Seminole County is switching their entire fleet to Ford Interceptor Utilities because of its larger interior size, lower maintenance costs, and resale value.

Officers enter and exit their vehicle numerous times during their 12 hour shifts. The Interceptor Utility will help reduce the risk of injury to knee's and backs by providing a better seating position and ease of entry/exit. The air intake of the Ford Interceptor Utility is approximately one foot higher than that of the Dodge Charger. This reduces the risk of water entering the engine and causing thousands of dollars in damage which has occurred with the Ford Crown Victoria and Dodge Charger.

The current Ford Interceptor is available in two models, a full size sedan and a utility or SUV model. The Police Department has selected the utility model because it provides the most flexibility and interior room. The vehicle can also be converted for K-9 use if desired.



Figure 1 - Leesburg PD Conceptual



Figure 2 - Ford Interceptor, Ford Motor Co.

PURCHASE COST WORKSHEET

Code	Standard Features	4 Vehicles	1 Vehicle
K8A	Ford Interceptor Police Rated utility Vehicle	\$25,347.00	\$25,347.00
51Y	Drivers Side Spotlight		
9	Seats, Cloth Front Buckets/Rear Vinyl		
W	Black Interior		
500A	Equipment Group		
99R	3.7L V6 Engine		
44C	6 Speed Auto Transmission		
153	Front License Bracket		
STD	Back-up Camera		
Code	Added Optional Features		
593	Perimeter Anti-Theft Alarm-Requires Key Fob	\$119.00	\$119.00
595	Remote Keyless Entry Key Fob	\$259.00	\$259.00
68G	Rear Door handles & Locks Inoperable	\$34.00	
18W	Rear Window Switches Inoperative	\$24.00	
	Color	White	Dark Blue
	Per Vehicle Cost	\$25,783.00	\$25,725.00
	Number of Vehicles	4	1
	Sub-Total	\$103,132.00	\$25,725.00
	Grand Total	\$128,857.00	

This is a price comparison for the base price of the Ford Interceptor and Dodge Charger;

- Ford Interceptor Utility AWD - \$25,347.00
- Ford Interceptor Sedan AWD- \$23,098.00
- Dodge Charger AWD- \$24,478.00.

VEHICLE REPLACEMENT

The vehicles listed here are those that will be replaced with the new vehicles.

Unit Number	Year	Odometer Reading	Condition Assement	Vehicle Description	Replacement Budget
8035	2004	106,256	41	Ford Crown Victoria PPV	\$28,000.00
8039	2005	93,472	42	Ford Crown Victoria PPV	\$28,000.00
8062	2008	97,795	42	Ford Crown Victoria PPV	\$28,000.00
8052	2006	99,226	41	Ford Crown Victoria PPV	\$28,000.00
8036	2005	105,278	40	Ford Crown Victoria PPV	\$28,000.00

Procurement Analysis:

Each year the Florida Sheriffs Association conducts comprehensive and competitive bid for the purchase of vehicles and equipment. The City may use this contract as a source for the purchase of its vehicles & equipment, police pursuit vehicles in this instance. The FSA awards vehicles to dealers

based on region. The awarded Ford dealer for our region, Central Region, is Don Reid Ford located in Jacksonville, FL.

Staff is requesting the Commission waive the competitive bid process and authorize the purchase from the Florid Sheriffs Contract #15-23-0904, a cooperative contract, as permitted in the City's Purchasing Policy.

Purchasing has issued Invitation to Bids in the past for the purchase of police pursuit vehicles. The purchase has always ended being made from the Florida Sheriffs Contract as they have the most favorable pricing for this type of vehicle.

The vehicles removed from service will be sold at auction. Historically the City received approximately \$1,700.00 for a Crown Victoria patrol car with an operation drivetrain. Staff estimates receiving \$8,500.00 from the sale of the 5 vehicles being replaced.

Options:

1. Approve the purchase request to Don Reid Ford using the Florida Sheriffs Association annual vehicle and equipment contract; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

Funds are budgeted for this purchase in Fiscal Year 2016. Fleet Services has budgeted \$28,000.00 total per vehicle. This amount would include the vehicle purchase and the required equipment to setup for police patrol use.

The per vehicle replacement cost is approximately \$30,000 to \$31,000. This is \$2,000 to \$3,000 more than the total budget amount. The overage will be covered with savings on the purchase of other vehicles in the capital projects; specifically the planned replacement of the other two patrol cars with an administrative vehicle (compact sedan) and light duty pick-up. The auction proceeds estimated to be \$8,500.00 can also be used to offset the overage.

Submission Date and Time: 10/7/2015 1:52 PM

Department: <u>Public Works-Fleet Services</u> Prepared by: <u>Mike Thornton</u> Attachments: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Advertised: <u>Not Required</u> <input checked="" type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> <u>Revised 6/10/04</u>	Reviewed by: Dept. Head <u>DCM</u> Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>510-5199-519.64-13</u> Project No. <u>FLEET</u> WF No. <u>WF0997409 / 001</u> <u>WF0997410 / 001</u> <u>WF0997411 / 001</u> <u>WF0997412 / 001</u> <u>WF0997414 / 001</u> Req No. <u>47813</u> Budget <u>\$140,000.00</u> Available <u>\$140,000.00</u>
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AGENDA MEMORANDUM

Item No: 4.B.2.

Meeting Date: October 12, 2015

From: DC Maudlin, Public Works Director

Subject: Resolution authorizing an agreement with Utility Technicians, Inc. for annual sanitary sewer manhole rehabilitation services on a fixed unit price basis

Staff Recommendation:

Staff recommends execution of a fixed unit price agreement with Utility Technicians, Inc. for annual sanitary sewer manhole rehabilitation services and approval of Fiscal Year 2016 expenditure not to exceed \$70,000.00.

Analysis:

The purpose of the Invitation to Bid was to solicit interested and qualified firms to provide fixed unit cost pricing for sanitary sewer manhole rehabilitation services that includes cleaning; plugging; sealing; lining; replacement of frame and covers and general repairs of defective manholes.

The inside lining of older manhole structures was constructed using brick and mortar. Over time the mortar deteriorates causing bricks to settle. This settling creates openings that can allow groundwater to flow into the manhole. This infiltrating water is carried through the sanitary sewer collection system to the wastewater treatment plant. The infiltration of ground water adds to the amount of influent that must be treated and results in higher treatment costs.

Firms were requested to provide a unit price for various manhole sizes. The unit price was to be inclusive of mobilization and maintenance of traffic. The basis of award is on unit prices received by sealed bid. The City will use this fixed unit price agreement for sanitary sewer manhole rehabilitation, providing funding is available, for each year of the contract. The FY 16 budgeted amount will rehabilitate 25-40 manholes.

The Invitation to Bid requested rehabilitation pricing on four different sizes of manholes - 42-inch, 48-inch, 54-inch and 60-inch. The bid prices for the four base bid items are provided below along with the unit prices bid by the responding contractors. Pricing on additional contract items (bench & flow channel repair and ring & cover replacement) were requested and can be used by the City if necessary.

Procurement Analysis:

On August 12, 2015, the Purchasing Division issued Invitation to Bid 150421 soliciting interested and qualified firms to submit sealed bids for the items listed. On September 15, 2015, the Purchasing Division received seven (7) responses. Staff analyzed the responses and Utility Technicians, Inc. was deemed the lowest responsive and responsible vendor.

Bids were evaluated using the four base bid items and estimated quantities. The quantities are based on estimates from the Public Works Department. The final comprehensive bid tabulation listing all items is attached for your review. A summary of the base bid items is provided for your review. The final detailed Bid Tabulation is also attached.

The base bid submitted by Utility Technicians, Inc. was the lowest base bid. As Utility Technicians, Inc. was the only bidder eligible for Local Vendor Preference it did not have an impact.

SUMMARY OF BASE BIDS

Bidder	Location	Base Bid Total	LVP
Utility Technicians	Umatilla, FL	\$40,000	YES Tier II -2%
VacVision Environmental	Tampa, FL	\$49,850	NO
TV Diversified, LLC	Tampa, FL	\$52,500	NO
Rowland, Inc.	Pinellas Park, FL	\$55,500	NO
Hinterland Group	Cocoa, FL	\$57,750	NO
Altair Env. Group	Longwood, FL	\$69,500	NO
Select Env. Services	Thonotosassa, FL	\$75,750	NO

Options:

1. Authorize execution of the agreement with Utility Technicians, Inc., or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

Funding is budgeted and available for the 2016 Fiscal Year Manhole Rehabilitation Program.

Submission Date and Time: 10/7/2015 1:52 PM

Department: <u>Public Works</u> Prepared by: <u>Terry Pollard</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input checked="" type="checkbox"/> Not Required <input type="checkbox"/> Dates: <u>August 16, 1015</u> Attorney Review : Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Revised 6/10/04	Reviewed by: Dept. Head DCM Finance Dept. _____ Deputy C.M. _____ Submitted by: City Manager _____	Account No. <u>044-4081-535.46-26</u> Project No. <u>447011</u> WF No. _____ Req. No. _____ Budget <u>\$70,000.00</u> Available <u>\$70,000.00</u>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE A FIXED UNIT PRICE AGREEMENT
WITH UTILITY TECHNICIANS, INC. FOR ANNUAL
SANITARY SEWER MANHOLE REHABILITATION SERVICES;
AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement
with UTILITY TECHNICIANS, INC. whose address is 630 Goodbar Avenue, Umatilla, FL
32784 (email address: kpurvis@utilitytechnicians.com) for annual sanitary sewer manhole
rehabilitation services pursuant to Invitation to Bid 150421.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 12th day of October 2015.

Mayor

ATTEST:

City Clerk



Purchasing Division

204 N. 5th Street | P.O. Box 490630 | Leesburg, FL 34749-0630
Ofc (352) 728-9880 | e-mail purch@leesburgflorida.gov

**** NOTICE OF RECOMMENDATION OF AWARD ****

Date: **September 22, 2015**
Bid No. & Title: **150421 – Manhole Rehabilitation Services**
Buyer: **Terry Pollard, Senior Buyer**
Commission Meeting: **October 12, 2015 at 5:30 PM EST**

This is notice I will be recommending the following award for the Manhole Rehabilitation Services to our City Commission at their Regular meeting on October 12, 2015 at 5:30 PM. The comprehensive Final Bid Tabulation for the referenced solicitation is attached.

Recommended Vendor: **Utility Technicians, Inc.**
630 Goodbar Ave., Umatilla, FL 32784

All bids submitted have been reviewed for responsiveness and responsibility and Utility Technicians, Inc. has been deemed to be responsible and submitting the overall lowest responsive bid for the project.

The attached Final Bid Tabulation as well as the bid responses for all responding vendors are public information under the State of Florida Public Records Law Statute 119 and are available for viewing at our FTP site using the following URL:

<ftp://ftp.leesburgflorida.gov/bids-purchasing>

Should you have any questions regarding this notice please contact myself at (352)728-9880. The City appreciates the time and effort of all parties responding to this solicitation.

Respectfully,

Mike Thornton
Purchasing Manager

attachment

				Utility Technicians, Inc		VacVision Environmetal, LLC		TV Diversified LLC		Rowland, Inc		Hinterland Group, Inc		Altair Env. Group		Select Env. Services, Inc	
				Umatilla, Florida		Tampa, Florida		Lake Worth, Florida		Pinellas Park, Florida		Cocoa, Florida		Longwood, Florida		Thonotosassa, Florida	
ITEM NO.	DESCRIPTION	QTY	UOM	Unit Cost	Total Bid Price	Unit Cost	Total Bid Price	Unit Cost	Total Bid Price	Unit Cost	Total Bid Price	Unit Cost	Total Bid Price	Unit Cost	Total Bid Price	Unit Cost	Total Bid Price
1	Manhole Rehabilitation for 42 inch manhole, per vertical foot (VF) of installation	50	VF	\$100.00	\$5,000.00	\$135.00	\$6,750.00	\$120.00	\$6,000.00	\$100.00	\$5,000.00	\$120.00	\$6,000.00	\$170.00	\$8,500.00	\$205.00	\$10,250.00
2	Manhole Rehabilitation for 48 inch manhole, per vertical foot (VF) of installation	200	VF	\$110.00	\$22,000.00	\$135.00	\$27,000.00	\$150.00	\$30,000.00	\$165.00	\$33,000.00	\$175.00	\$35,000.00	\$175.00	\$35,000.00	\$210.00	\$42,000.00
3	Manhole Rehabilitation for 54 inch manhole, per vertical foot (VF) of installation	50	VF	\$120.00	\$6,000.00	\$152.00	\$7,600.00	\$150.00	\$7,500.00	\$170.00	\$8,500.00	\$160.00	\$8,000.00	\$230.00	\$11,500.00	\$220.00	\$11,000.00
4	Manhole Rehabilitation for 60 inch manhole, per vertical foot (VF) of installation	50	VF	\$140.00	\$7,000.00	\$170.00	\$8,500.00	\$180.00	\$9,000.00	\$180.00	\$9,000.00	\$175.00	\$8,750.00	\$290.00	\$14,500.00	\$250.00	\$12,500.00
Grand Total Base Bid Items				\$40,000.00		\$49,850.00		\$52,500.00		\$55,500.00		\$57,750.00		\$69,500.00		\$75,750.00	
LVP Adjustment				2%		0%		0%		0%		0%		0%		0%	
LVP Adjusted Bid Amount				\$39,200.00		\$49,850.00		\$52,500.00		\$55,500.00		\$57,750.00		\$69,500.00		\$75,750.00	
ADDITIONAL UNIT COST ITEMS																	
ITEM	DESCRIPTION	QTY	UOM	UNIT COST		UNIT COST		UNIT COST		UNIT COST		UNIT COST		UNIT COST		UNIT COST	
A1	Bench and Flow Channel Repair	1	EA	\$300.00		\$375.00		\$200.00		\$375.00		\$800.00		\$650.00		\$1,200.00	
A2	Ring & Cover Replacement	1	EA	\$350.00		\$1,200.00		\$490.00		\$1,050.00		\$1,400.00		\$1,500.00		\$1,950.00	
A3	FDOT Right of Way Manhole Asphalt	1	EA	\$100.00		\$7,500.00		\$1,000.00		\$250.00		\$2,400.00		\$650.00		\$1,250.00	
A4	FDOT Manhole MOT	1	EA	\$0.00		\$1,500.00		\$1,000.00		\$550.00		\$2,500.00		\$750.00		\$1,250.00	
RESPONSIVENESS CHECK																	
BIDDER RESPONSIVE				YES		YES		YES		YES		YES		YES		YES	
Schedule of Bid Items				YES		YES		YES		YES		YES		YES		YES	
General Vendor Information				YES		YES		YES		YES		YES		YES		YES	
Bidders Certification				YES		YES		YES		YES		YES		YES		YES	
Addendum Acknowledg				YES		YES		YES		YES		YES		YES		YES	
Subcontractor Listing				YES		YES		YES		YES		YES		YES		YES	
Local Vendor Preference				TIER II		NONE		NONE		NONE		NONE		NONE		NONE	
Statement of Experience				YES		YES		YES		YES		YES		YES		YES	
License Number				CUC-052605		CUC-057159		CUC-1223938		CUC-008892		CGC-1520354		CGC-060385		CUC-1224850	

The Final Bid Tabulation has been reviewed and approved by



Mike Thornton, Purchasing Manager

FIXED UNIT PRICE AGREEMENT FOR CONSTRUCTION SERVICES

THIS AGREEMENT is made as of the 12th day of October in the year 2015, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **UTILITY TECHNICIANS, INC.** whose address is 630 Goodbar Avenue Umatilla, FL 32784 (hereinafter referred to as the "CONTRACTOR").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Scope of Services.** The CONTRACTOR shall furnish Manhole Rehabilitation Services to the CITY as listed in Invitation to Bid 150421 and as described in **ATTACHMENT "A"**. The unit costs of the services shall not exceed those stated in **ATTACHMENT "B"** except where the cost adjustment clause has been exercised following the Firm Fixed Price Period. Nothing herein shall limit the CITY'S right to obtain proposals or services from other contractors for same or similar work.

2. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

3. **Payment.** All invoices shall contain the purchase order number, date and location of services provided quantity of services, CITY pay item number, item description and confirmation of acceptance of the services by the appropriate City representative. Failure to submit invoices in the prescribed manner will delay payment. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

4. **Term of Agreement.** The initial term of the Agreement will be through September 30, 2016.

a. **Option to Renew.** The CITY may renew the Agreement for an additional term or terms not to exceed a total of three (3) additional years, if mutually agreed upon by the CONTRACTOR and the CITY.

5. **Firm Fixed Price Period** – All Pricing will be firm and fixed through September 30, 2016. Following the firm fixed price period the CONTRACTOR may request a price adjustment as provided for in the Cost Adjustments section.

a. **Price Adjustments** – Any price adjustment(s) shall be made by a written amendment to this Agreement. Approval will be made by the Leesburg City Commission as the approving body of this original Agreement.

6. **Cost Adjustment** – Pricing adjustments following the initial firm fixed price period must be requested in writing by the CONTRACTOR. Any price adjustments will be firm fixed through the following September 30th.

Unit price adjustments may be requested by the City or Contractor following the initial and subsequent firm fixed price periods. Any unit price adjustments, increase or decrease, must be justified in writing.

The CONTRACTOR is responsible for submitting any request for price increase. Any requested cost increase shall be fully documented and submitted to the CITY at least sixty (60) days prior to the end of any fiscal year, currently September 30th of each year. Should the CONTRACTOR not request a price increase prior to the sixty (60) day period the prices in effect at that time will remain in effect for the next twelve (12) month period of the Agreement. Any approved cost adjustment shall become effective October 1st. In the event the CPI or industry costs decline, the CITY shall have the right to receive, from the CONTRACTOR, a reasonable reduction in costs that reflect such cost changes in the industry. The CITY may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the CITY does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CITY, the Agreement can be cancelled by the CITY upon giving thirty (30) days written notice to the CONTRACTOR.

All requests for price adjustments by the Contractor must be submitted in writing to the City of Leesburg Purchasing Manager. The vendor will be notified in writing if the price increase has been approved. No billings may reflect a requested price increase unless the requested increase was approved. Any price adjustments requested by the City shall be submitted to the contact person stated in the Agreement. Contractor shall respond with 7 business days.

7. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the

CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

8. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

9. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) continuous calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

10. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance: **SEE ATTACHMENT "A"**.

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- e. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.
- i. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg
Attention: Mike Thornton, Purchasing Manager
P.O. Box 490630
Leesburg, Florida 34749-0630
- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

11. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify

CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

12. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

13. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

14. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the

services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

15. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

16. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

17. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

18. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

19. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

20. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

21. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

22. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

23. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be KAREN PURVIS, Owner/Manager. The primary contact person under this Agreement for the CITY shall be JIMMY FEAGLE, Deputy Director of Public Works.

24. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

25. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

26. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

27. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

28. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is in compliance with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

29. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

30. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble of the Agreement.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney

UTILITY TECHNICIANS, INC.

By: Karen S. Purvis

Printed: Karen S. Purvis

Its: President
(Title)

ATTACHMENT "A"

SCOPE OF SERVICES

- I. **Scope of Services.** The CONTRACTOR shall provide all labor, materials, supervision and equipment necessary for manhole rehabilitation services.
- II. **Incorporation of Sections.** The following sections of the Invitation to Bid 150421 document are incorporated by reference and made a part hereof:
 - a. Section 1 - Special Terms & Conditions, and
 - b. Section 2 – Scope of Work, and
 - c. Section 3 – General Terms & Conditions,
 - d. Section 4 – Supplemental Conditions – Construction,
 - e. Section 5 – City Forms as completed and submitted by CONTRACTOR, and
 - f. Section 6 – Drawings, and
 - g. Section 7 – Post Award Forms.
- III. **Bid Submittal.** The original September 15, 2015 bid submittal from the vendor is incorporated by reference and made a part hereof.
 - A. Unit prices submitted by the vendor are attached as **ATTACHMENT "B"** and are incorporated by reference and made a part hereof.

[Rest of page intentionally left blank.]

ATTACHMENT "B"

CONTRACT ITEM UNIT PRICING

Item No.	Description	Unit*	Unit Cost
1	Manhole Rehabilitation for 42 inch manhole, per vertical foot (VF) of installation	Vertical Feet	\$100.00
2	Manhole Rehabilitation for 48 inch manhole, per vertical foot (VF) of installation	Vertical Feet	\$110.00
3	Manhole Rehabilitation for 54 inch manhole, per vertical foot (VF) of installation	Vertical Feet	\$120.00
4	Manhole Rehabilitation for 60 inch manhole, per vertical foot (VF) of installation	Vertical Feet	\$140.00

*VF = Vertical Feet

ADDITIONAL CONTRACT ITEMS.

Item No.	Description	Unit	Unit Cost
A1	Bench and Flow Channel Repair	EA	\$300.00
A2	Ring & Cover Replacement – Contractor shall supply ring and cover. Specification: USF 195-E	EA	\$350.00
A3	FDOT Right-of-Way Manhole Asphalt	EA	\$100.00
A4	FDOT Manhole MOT	EA	\$ 0.00

[Rest of page intentionally left blank.]



AGENDA MEMORANDUM

Item No: 4.B.3.

Meeting Date: October 12, 2015

From: DC Maudlin, Public Works Director

Subject: Resolution authorizing execution of Change Order No. 2 with Sawcross Inc. on the Plantation Water Plant Expansion

Staff Recommendation:

Staff recommends approval of the resolution authorizing execution of Change Order No. 2 with Sawcross Incorporated for an amount of \$88,410.00 and adding 42 days to the construction schedule.

Analysis:

The Commission previously awarded a contract to Sawcross Incorporated for construction of the Plantation Water Treatment Plant (WTP) for a total amount of \$3,219,000. This change order is 2.75% of the original contract amount but exceeds \$25,000. Purchasing policy dictates this change order and any subsequent change orders on this project require Commission approval.

The new Ground Storage Tank (GST) and pump house are being constructed on property obtained from the Plantation Home Owners Association (HOA). The site is centrally located and advantageous for a WTP. However, the site is next to a wetland area. The uncharacteristically heavy rains this year have elevated the water table and caused the site to be significantly wetter than normal.

The contractor started the foundation for the GST and had to stop because moisture content of the subbase soil exceeded design parameters. The engineer conducted an assessment and redesigned the foundation, adding a 2-foot layer of crushed stone, to achieve the desired load capacity. In addition more dewatering than anticipated is required. The Contractor has stopped work on the GST foundation waiting Commission Approval of Change Order No. 2.

Change Order No. 1 was a small change order for the removal of some trees at a cost of \$7,969.00. Change Order No. 1 was approved by the City Manager as the value was within his authority.

Options:

1. Approve the resolution authorizing Change Order No. 2 to Sawcross Incorporated for \$88,410.00; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

A budget adjustment appropriating available Renewal & Replacement funds will be necessary for this project.

Submission Date and Time: 10/7/2015 1:52 PM

Department: Public Works Prepared by: DC Maudlin Attachments: Yes___ No ___ Advertised: ___ Not Required ___ Dates: _____ Attorney Review : Yes___ No ___ _____ Revised 6/10/04	Reviewed by: Dept. Head DCM Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>043-3099-533.62-10</u> Project No. <u>430006</u> WF No. <u>WF0741294/002</u> Budget <u>\$3,294,000.00</u> Available <u>\$59,224.08</u>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE CHANGE ORDER NO. 2 WITH
SAWCROSS INCORPORATED FOR THE PLANTATION WATER
PLANT EXPANSION FOR AN AMOUNT OF \$88,410.00; AND
PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute Change Order No. 2 to an existing construction services agreement with SAWCROSS INCORPORATED whose address is 10970 New Berlin Road, Jacksonville, FL 32226 (E-mail Address: markh@sawcross.com) for additional materials and labor due to a foundation redesign to deal with wet site conditions.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 12th day of October 2015.

Mayor

ATTEST:

City Clerk

City of Leesburg, Florida
CONSTRUCTION CHANGE ORDER

Change Number: 2

Date Prepared: 9/21/2015

City PO No.: ITB 150191

Project Name: City of Leesburg Plantation WTP Expansion

A/E Firm: BESH

Contractor: Sawcross

Address: 902 N. Sinclair Avenue

Address: 10970 New Berlin Road

City: Tavares

City: Jacksonville

State/Zip: FL 32778

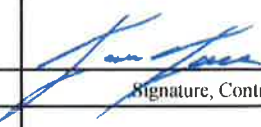
State/Zip: FL 32226

Phone: 352-343-8481

Phone: 904-751-7500

DESCRIPTION OF CHANGE (Attach additional pages if required.)			Decrease In	Increase In
Addition of 2 feet of #57 crushed granite to excavation of GST to establish a firm foundation on which to compact soil due to unexpected high ground water table. Also included are costs associated with the delays and dewatering of the excavation.				\$88,410.00
Subtotal:			\$0.00	\$88,410.00
Total Add (Deduct):			\$88,410.00	
Notice to Proceed Date: 6/8/2015			Contract Amount Information	
Contract Time	Days	Substantial Completion Date	Original Contract Amount:	\$3,219,000.00
Original Contract Time	364	6/6/2016	Previously Approved CO's:	\$7,969.00
Not Changed:			Present Contract Amount	\$3,226,969.00
Increased by:	42	7/18/2016	This CO Add (Deduct)	\$88,410.00
Decreased by:	0	6/6/2016	New Contract Amount	\$3,315,379.00

This Change Order is an amendment to the Contract Agreement between Contractor and the City, and all contract provisions shall apply unless specifically exempted. The amount and time change designated are the maximum agreed to by both the City and the Contractor for this change. In consideration of the foregoing adjustments in contract time and contract sum, the Contractor hereby releases City from all claims, demands or causes of action arising out of the transactions, events and occurrences giving rise to this Change Order. This written Change Order is the entire agreement between City and Contractor with respect to this Change Order. No other Agreements or modifications shall apply to this contract amendment unless expressly provided herein.

RECOMMENDED	AGREED	AGREED
		
Signature, City Project Manager	Signature, Contractor	Signature, Authorized City Representative*
<u>9/30/15</u>	9/18/2015	
(Date)	(Date)	(Date)

*Authorized City Representative will be determined by the Purchasing Manager and is dependent on the dollar value of all Change Orders on this project.

Attest: _____ Date: _____

City Clerk



VIA EMAIL & US MAIL

September 24, 2015

Al Purvis
Chief Water Plant Operator
CITY OF LEESBURG
550 South 14th Street
Leesburg, Florida 34749

RE: PLANTATION WTP, CHANGE ORDER #2, (BESH #031111.0017)

Dear Mr. Purvis:

Please find attached Change Order No. 2 for the above project. This change order is for the addition of 2' of #57 granite stone below the ground storage tank foundation. Due to the excessive rains we have had in the past months, the groundwater table has risen significantly, causing difficulties in obtaining proper compaction below the tank. Based upon the recommendations of the project geotechnical engineer, Andreyev Engineering, Inc., 2' of stone is proposed to be placed and compacted at the bottom of the tank excavation in order to stabilize the foundation. In addition to the cost of the stone, substantially more dewatering of the site has been required, costing both time and materials/labor, to properly dewater for placement of the stone and compaction of the foundation soils. This Change Order is in the amount of \$88,410.00. In addition, the Contractor is requesting an additional 42 days be added to the Contract. Based upon our review of the Change Order, we would recommend approval as submitted of both the additional time, as well as the additional monies. Please execute this Change Order and return a copy to our office along with a copy to the Contractor.

Should you have any questions with regards to this matter, please feel free to contact our office.

Sincerely,

BOOTH, ERN, STRAUGHAN & HIOTT, INC.

Robert A. Ern, Jr., P.E.
Principal
ren@besandh.com

RAE\sd
Enclosures

c: DC Maudlin, City of Leesburg, (w/ encl, via e-mail)
Travis Tilton, Sawcross, Inc. (via e-mail)

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SAWCROSS INCORPORATED

10970 NEW BERLIN ROAD JACKSONVILLE, FL 32226-2270
904-751-7500 (VOICE) 904-751-0600 (FAX) WWW.SAWCROSS.COM (INTERNET)

Wednesday, September 23, 2015

Mr. Rob Ern, P.E.
BESH, Inc.
902 North Sinclair Ave.
Tavares, FL 32778

Subject: Leesburg Plantation Change Order #2

Dear Mr. Ern,

Please find attached the cost breakdown for change order number two.

1. Total Price	\$88,410.00
2. Contract Days	42

Please let me know if you have any questions or concerns.

Sincerely,

Travis Tilton
Project Manager
Sawcross, Inc.
travist@sawcross.com

SAWCROSS						
LEESBURG PLANTATION WTP EXPANSION						
CHANGE ORDER PROPOSAL #2						
ADDITION OF 2 FT OF CRUSHED GRANITE UNDER TANK FOUNDATION						
Description	Unit	Qty	Total Matl	Total Labor	Sub & Misc	Total
<i>General Conditions</i>			0	0		0
Superintendent	wk	1	0	1823		1823
Telephone	mo	0.25	27	0		27
Trailer	mo	0.25	80	0		80
Toilet	mo	0.25	54	0		54
Water & Ice	mo	0.25	13	0		13
Electric Generator	mo	0.25	241	0		241
Fogum (Fuel, Oil, Maintenance)	mo	0.25	401	0		401
Miscellaneous Rentals (pumps)	mo	0.25	401	0		401
Testing (soils)	ls	1	0	0	250	250
<i>Construction Equipment</i>			0	0		0
Pick-up Truck	mo	0.25	321	0		321
Backhoe	mo	0.25	428	0		428
Lull	mo	0.25	589	0		589
Trackhoe	mo	0.25	1124	0		1124
<i>Site Work</i>			0	0		0
Site Work Subcontractor	ls	1	0	0	7113	7113
#57 Granite Stone	ton	850	34334	0		34334
Subtotal			38012	1823	7363	47197
OH&P						7,080
Subtotal						54,276
Bond						543
Total						54,819
Price Per Ton Placed and Compacted						64.5
Contract Days						5

SAWCROSS						
LEESBURG PLANTATION WTP EXPANSION						
CHANGE ORDER PROPOSAL #2						
ADDITIONAL COST ASSOCIATED WITH DEWATERING						
Description	Unit	Qty	Total Matl	Total Labor	Sub & Misc	Total
<i>General Conditions</i>			0	0		0
Superintendent	wk	4	0	7290		7290
Telephone	mo	1	107	0		107
Trailer	mo	1	321	0		321
Toilet	mo	1	214	0		214
Water & Ice	mo	1	54	0		54
Electric Generator	mo	1	963	0		963
Fogum (Fuel, Oil, Maintenance)	mo	1.5	2408	0		2408
<i>Construction Equipment</i>			0	0		0
Pick-up Truck	mo	1	1284	0		1284
Backhoe	mo	0.75	1284	0		1284
Trackhoe	mo	0.75	3210	0		3210
Skid Steer	mo	1	1926	0		1926
6" Dewatering Pump	mo	1.5	1605	0		1605
4" Double Diaphragm Pump	mo	1.5	1204	0		1204
3" Trash Pump	mo	1.5	441	0		441
<i>Other:</i>			0	0		0
Labor Associated with Dewatering	mh	240	0	4860		4860
Site Work Subcontractor	day	5	0	0	1750	1750
Subtotal			15020	12150	1750	28920
OH&P						4,338
Subtotal						33,258
Bond						333
Total						33,591
Contract Days						37



AGENDA MEMORANDUM

Item No: 4.B.4.

Meeting Date: October 12, 2015

From: DC Maudlin, Public Works Director

Subject: Resolution authorizing execution of a construction services agreement to replace roofs at the Mispah/Simmons apartment complexes.

Staff Recommendation:

Staff recommends approval of a resolution authorizing execution of an agreement with Sack Roofing, Inc. for an amount not to exceed \$38,000.00. This amount includes \$8,235.00 to cover unknown conditions that may be found after the existing roof is removed.

Analysis:

This project requires furnishing labor, materials, tools, equipment and incidentals for a shingled roof replacement project on four (4) apartment buildings; each roof is approximately 3,200 square feet. The complex consists of two multi-unit buildings on Mispah Avenue (6 three bedroom units) and two multi-unit buildings on Simmons Avenue (6 two bedroom apartments).

The project involves removing the existing roofing material down to the wood decking. The contractor will then inspect and replace any damaged wood deck, rafter tails, or fascia. Following any needed repairs the contractor will install a standard 3-tab fiberglass reinforced asphalt shingle over underlayment in accordance with building code requirements. The contract includes a one (1) year workmanship warranty and a minimum 20-year manufacturers' warranty on the shingles.

Any additional work or materials required do to hidden damage will be done at the unit prices quoted and included in the contract for additional materials.

Procurement Analysis:

On September 15, 2015 the Purchasing Division issued Invitation to Bid number 150521. Notification of this opportunity was accomplished by posting on-line at Public Purchase.com and the Purchasing Department contacting roofing construction services providers.

On September 29, 2015 sealed bids were received from six prospective contractors and evaluated by Purchasing and Public Works staff.

Sack Roofing, Inc. the lowest priced bidder submitted a responsive bid and was deemed a responsible company. Purchasing staff reviewed the bid response and checked project references. Based on the results of the review, staff recommends awarding the bid to Sack Roofing, Inc. as a responsible contractor having successfully performed roofing projects in the past and submitting the lowest responsive bid.

SUMMARY OF BIDS

Bidder Name	Location	Total Cost	LVP
Sack Roofing, Inc.	Lady Lake, FL	\$29,765.00	Tier II - 2%
Ryman Construction & Roofing, Inc.	Zephyrhills, FL	\$32,600.00	No
McHale Roofing Co.	Leesburg, FL	\$36,995.00	Tier I - 5%
Branam James Construction	Leesburg, FL	\$38,415.00	Tier I - 5%
Property Renovation & Construction	Melbourne, FL	\$40,153.00	No
Village Roofing & Construction	Leesburg, FL	\$46,221.00	Tier I - 5%

Local Vendor Preference (LVP) policy was applied to the bids of 4 eligible bidders with Sack Roofing, Inc. a Tier II LVP eligible bidder remaining the most favorable bidder following LVP consideration.

There are no bonds required on this project.

Options:

1. Approve the resolution authorizing execution of the agreement with Sack Roofing, Inc.; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

This project was not budgeted and will require a budget adjustment to appropriate available Neighborhood Stabilization Program (NSP) funds.

Submission Date and Time: 10/7/2015 1:52 PM

Department: <u>Public Works</u> Prepared by: <u>Terry Pollard</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <u>Not Required</u> <input checked="" type="checkbox"/> Dates: _____ Attorney Review : Yes <input type="checkbox"/> No <input type="checkbox"/> <u>Revised 6/10/04</u>	Reviewed by: Dept. Head DCM Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. <u>013-6255-554.62-10</u> Project No. <u>130001</u> WF No. <u>WF0891379 / 001</u> <u>WF0993959 / 001</u> <u>WF0993961 / 001</u> <u>WF0993962 / 001</u> Req. # <u>47737</u> Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE A CONSTRUCTION SERVICES AGREEMENT WITH SACK ROOFING, INC. FOR THE MISPAH/SIMMONS APARTMENT COMPLEX ROOF REPLACEMENT PROJECT AND AUTHORIZING AN EXPENDITURE ON THE PROJECT UP TO \$38,000.00; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with SACK ROOFING COMPANY whose address is 308 Oak Street, Suite A, Lady Lake, Florida 32159 (email: customerservice@sackroofing.com) for roof replacement construction services pursuant to invitation to bid 150521.

THAT an additional \$8,235.00 is approved for this project should it be needed to repair hidden damage after the existing roofs are removed providing a total approved expenditure of \$38,000.00.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 12th day of October 2015.

Mayor

ATTEST:

City Clerk

Vendor		Sack Roofing, Inc.	Ryman Construction & Roofing, Inc.	McHale Roofing, Inc.	Branam James Construction	Property Renovation & Construction, LLC	Villages Roofing & Construction, Inc.
Location		Lady Lake, FL	Zephyrhills, FL	Leesburg, FL	Leesburg, FL	Melbourne, FL	Leesburg, FL
ITEM	ITEM DESCRIPTION	Bid Amount	Bid Amount	Bid Amount	Bid Amount	Bid Amount	Bid Amount
1	Mispah Building 1 - Units 2212, 2214 & 2216	\$9,240.00	\$10,750.00	\$10,965.00	\$12,685.00	\$10,164.00	\$13,300.00
2	Mispah Building 2 - Units 2218, 2220 & 2222	\$8,400.00	\$9,250.00	\$9,945.00	\$9,145.00	\$10,871.00	\$13,300.00
3	Simmons Building 1 - Units 2213, 2215 & 2217	\$6,930.00	\$8,000.00	\$8,670.00	\$9,145.00	\$9,487.00	\$10,400.00
4	Simmons Building 2 - Units 2219, 2221 & 2223	\$7,560.00	\$7,750.00	\$8,415.00	\$9,440.00	\$9,631.00	\$10,400.00
	Sub-Total Before Discount	\$32,130.00	\$35,750.00	\$37,995.00	\$40,415.00	\$40,153.00	\$47,400.00
	Less DISCOUNT if awarded of ALL items	-\$2,365.00	-\$3,150.00	-\$1,000.00	-\$2,000.00	\$0.00	-\$1,179.00
	Total Bid Amount	\$29,765.00	\$32,600.00	\$36,995.00	\$38,415.00	\$40,153.00	\$46,221.00
	Local Vendor Preference Applied	Tier 2 - 2%	No	Tier 1 - 5%	Tier 1 - 5%	No	Tier 1 - 5%
	LVP Adjusted Amount	\$29,169.70	\$32,600.00	\$35,145.25	\$36,494.25	\$40,153.00	\$43,909.95
ADDITIONAL ITEM PRICING							
A1	Replacement of wood sheathing 4-ft. x 8-ft.	\$55.00	\$65.00	\$55.00	\$45.00	\$65.00	\$90.00
A2	Replacement of wood fascia per linear foot	\$5.50	\$6.00	\$4.75	\$20.00	\$6.50	\$7.00
A3	Replacement of existing damaged metal or vinyl fascia per linear foot	\$5.50	\$6.00	\$4.00	\$12.00	\$5.50	\$7.00
SEALED BID RESPONSIVENESS REVIEW SUMMARY							
IS THE BIDDER DETERMINED TO BE RESPONSIBLE			N/A	N/A	N/A	N/A	N/A
IS THE BID DETERMINED TO BE RESPONSIVE		YES	YES	YES	YES	YES	YES
Meets Roofing Contractor License Requirement		YES	YES	YES	YES	YES	YES
Contractor License Number		CCC1330633	CCC1325505	CCC1328197	CCC1325080	CCC1329801	CCC1329936
Item Bid Schedule		YES	YES	YES	YES	YES	YES
Bidders Certification		YES	YES	YES	NO Signature	YES	YES
General Vendor Information		YES	YES	YES	YES	YES	YES
Acknowledgement of Addenda		YES	YES	YES	YES	YES	YES
Sub-Contractor Listing		YES	YES	YES	YES	YES	YES
Time for Completion (20 Days from NTP desired)		8 days	25 days	10 - 14 days	45 days	45 days	20 days

This Final Bid Tabulation was reviewed and approved by:



Mike Thornton , Purchasing Manager

AGREEMENT FOR CONTRUCTION SERVICES

THIS AGREEMENT is made as of the 12th day of October in the year 2015, between The City of Leesburg, a Florida Municipal Corporation, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **SACK ROOFING, INC.** whose address is 308 Oak Street, Suite A, Lady Lake, Florida 32159 (hereinafter referred to as the "CONTRACTOR").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Scope of Services.** The CONTRACTOR shall furnish the following services generally described as the **Roof Replacement Multi-Family Apartment Complex Project** to the CITY as listed in Invitation to Bid 150521 and as described in **ATTACHMENTS "A" AND "B"** which is attached and incorporated by reference herein. This Agreement, all attachments hereto, and Invitation to Bid 150521, shall together be referred to hereinafter as the "Agreement Documents." Nothing herein shall limit the CITY'S right to obtain bids or proposals for services from other contractors for same or similar work.

a. **Location of the work by street address is:**

2212, 2214, & 2216 Mispah Ave., Leesburg, FL 34748
2218, 2220, & 2222 Mispah Ave., Leesburg, FL 34748
2213, 2215, & 2217 Simmons Ave., Leesburg, FL 34748
2219, 2221, & 2223 Simmons Ave., Leesburg, FL 34748

2. **Total Construction Cost.** The CONTRACTOR shall perform the Services for a total price not to exceed **\$29,765.00**. The cost of these services shall not exceed this amount unless the CITY has executed a written change order approving any increase in price.

3. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

4. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

5. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than SEVEN (7) continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later EIGHT (8) continuous calendar days after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time that may

be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

6. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with

respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

7. **Force Majeure.** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

8. **Termination for Convenience.** The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

9. **Insurance.** The CONTRACTOR will maintain throughout this Agreement the following insurance: **SEE ATTACHMENT "A"**.

- a. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.
- b. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."
- c. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.
- d. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.
- e. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.
- f. All liability insurance, except professional liability, shall be written on an occurrence basis.
- g. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.
- h. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.

- i. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.
- j. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg

Attention: Mike Thornton, Purchasing Manager

P.O. Box 490630

Leesburg, Florida 34749-0630

- k. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.
- l. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.
- m. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.
- n. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

10. **Indemnification.** The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Agreement; or the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Agreement, or through the negligence of the CONTRACTOR in the performance of its duties under this Agreement, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this Agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited

to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees, or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

11. **Codes, Laws, and Regulations.** CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

12. **Permits, Licenses, and Fees.** CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services. All permits and licenses required by law or requirements of the Request for Proposal will remain in force for the full duration of this Agreement and any extensions.

13. **Public Records Retention.** CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

14. **Access to Records.** The services provided under this Agreement may be funded in part by a grant from a government agency other than the CITY. As a requirement of grant funding CONTRACTOR shall make records related to this project available for examination to any local, state or federal government agency, or department, during CONTRACTOR'S normal business hours. Said records will be maintained for a period of five (5) years after the date of the invoice.

15. **Contingent Fees Prohibited.** The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide

employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

16. **Acceptance of Goods or Services.** The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

17. **Ownership of Documents.** All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

18. **Independent Contractor.** The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the

benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

19. **Assignment.** Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

20. **No Third Party Beneficiaries.** This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

21. **Jurisdiction.** The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

22. **Contact Person.** The primary contact person under this Agreement for the CONTRACTOR shall be ROBERT SACKRIDER, President. The primary contact person under this Agreement for the CITY shall be BRAD BULLEN, Deputy Director, Public Works.

23. **Approval of Personnel.** The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

24. **Disclosure of Conflict.** The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

25. **Warranty.** The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose.

26. **Risk of Loss.** The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

27. **Illegal Alien Labor** - CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is in compliance with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

28. **Counterparts.** Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

29. **Authority to Obligate.** Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date indicated in the preamble to the Agreement.

THE CITY OF LEESBURG, FLORIDA

By: _____
Elise Dennison, Mayor

ATTEST:

City Clerk

Approved as to form:

City Attorney

SACK ROOFING, INC.

By:  _____

Printed: Robert Sackrider

Its: President
(Title)

ATTACHMENT "A"

SCOPE OF SERVICES

- I. **Scope of Services.** The CONTRACTOR shall perform all work in accordance with the Agreement Documents. Furnish all materials, equipment, tools, labor and supervision necessary to complete the Roof Replacement Multi-Family Apartment complex Project as required by Invitation to Bid (ITB) 150521.
- I. **Incorporation of Sections.** The following sections of the Invitation to Bid 150521 document are incorporated by reference and made a part hereof:
- a. Section 1 - Special Terms & Conditions,
 - b. Section 2 – Scope of Work,
 - c. Section 3 – General Terms & Conditions,
 - d. Section 4 – Supplemental Conditions – Construction,
 - e. Section 5 – City Forms as completed and submitted by CONTRACTOR, and
- II. **Bid Submittal.** The original September 29, 2015 bid submittal from the vendor is incorporated by reference and made a part hereof.
- A. Unit prices submitted by the vendor are attached as **ATTACHMENT "B"** and are incorporated by reference and made a part hereof.

[Rest of page intentionally left blank.]

ATTACHMENT "B"

PRICING

Item No.	Roof Location	Item Description	Lump Sum Bid amount
1	Mispah Building 1 Units 2212, 2214, & 2216	ROOF REPLACEMENT PER SPECIFICATIONS	\$ 9,240.00
2	Mispah Building 2 Units 2218, 2220,& 2222	ROOF REPLACEMENT PER SPECIFICATIONS	\$ 8,400.00
3	Simmons Building 1 Units 2213, 2215, & 2217	ROOF REPLACEMENT PER SPECIFICATIONS	\$ 6,930.00
4	Simmons Building 2 Units 2219, 2221, & 2223	ROOF REPLACEMENT PER SPECIFICATIONS	\$ 7,560.00
5	Discount amount offered for award of ALL buildings. This amount will be deducted from the total of items 1-4.		-\$ 2,365.00
TOTAL BASE CONTRACT AMOUNT			\$ 29,765.00

ADDITIONAL PRICING

The following unit prices will be used if additional work involving these materials is required.

Item No.	Additional Pricing All pricing below shall include all costs (labor, materials, disposal, etc . . .) for the replacement of said material.	Unit	Unit Price
A1	Replacement of wood sheathing 4-ft. x 8-ft.	Each	\$ 55.00
A2	Replacement of wood fascia per linear foot	Ln./Ft.	\$ 5.50
A3	Replacement of existing damaged metal or vinyl fascia per linear foot	Ln./Ft.	\$ 5.50



AGENDA MEMORANDUM

Item No: 4.C.1
Meeting Date: October 12, 2015
From: Tracey Dean, Airport Manager
Subject: Reinstatement and Extension of Memorandum of Understanding (MOU) between the City of Leesburg and the Civil Air Patrol.

Staff Recommendation:

Staff recommends approval of the MOU.

Analysis:

The Civil Air Patrol (CAP) is a volunteer, non-profit, benevolent organization. The missions of the CAP include emergency services, cadet programs and aerospace education. In 2006, the City terminated the lease agreement and all amendments, regarding the building located at 8807 Airport Blvd. Possession and control of the building and grounds was returned to the City; however, the City and CAP have continued to share the space in consideration of the mutual benefits to both parties.

The last MOU expired on July 9, 2013.

The Airport Advisory Board reviewed and unanimously approved reinstatement at the May 8, 2015 meeting.

Options:

1. Approve the Memorandum of Understanding with the Civil Air Patrol, or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

None

Submission Date and Time: 10/7/2015 1:52 PM

Department: <u>Airport</u> Prepared by: <u>Tracey Dean</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> Dates: _____ Attorney Review : Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF CITY OF
LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND
CITY CLERK TO EXECUTE A REINSTATEMENT AND
EXTENSION OF MEMORANDUM OF UNDERSTANDING,
BETWEEN THE CITY OF LEESBURG AND THE CIVIL AIR
PATROL; AND PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute a reinstatement
and extension of memorandum of understanding between the City of Leesburg and the Civil
Air Patrol.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 12th day of October 2015.

ELISE DENNISON, Mayor

ATTEST:

J. ANDI PURVIS, City Clerk

**REINSTATEMENT AND EXTENSION OF
MEMORANDUM OF UNDERSTANDING**

THIS MEMORANDUM OF UNDERSTANDING ("Memorandum") is entered into by and between **THE CITY OF LEESBURG, FLORIDA** (hereinafter referred to as "City") and the **CIVIL AIR PATROL, INC.** (hereinafter referred to as "Civil Air Patrol").

WITNESSETH:

That The City and The Civil Air Patrol entered into a Memorandum of Understanding regarding a structure at Leesburg International Airport previously leased by the City to the Civil Air Patrol, under which the structure, ownership of which had passed to the City under the terms of the then – expired lease, could be utilized by the Civil Air Patrol under limited circumstances. That Memorandum of Understanding expired in 2013, but the parties now wish to reinstate and extend the term of the Memorandum of Understanding, and have entered into this Reinstatement for that purpose.

NOW, THEREFORE, for and in consideration of the mutual benefits accruing to the parties to this Reinstatement, and for other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The City agrees to grant the Civil Air Patrol the following rights to use the structure, without charge, under limited circumstances as listed below:
 - a. The Civil Air Patrol may use space within the structure to conduct weekly meetings without charge.
 - b. The Civil Air Patrol may also utilize space within the building to conduct special meetings; a minimum of two weeks advance written notice must be given to the City

for such meetings, and written approval by the City must be obtained.

- c. The Civil Air Patrol may utilize space within the building to conduct emergency operations during declared emergencies where the Civil Air Patrol is providing a support role authorized by its Wing Commander.
- d. The Civil Air Patrol may utilize space within the building as an office, communications center, and small storage area (square footage to be mutually agreed upon by the Civil Air Patrol and City).

2. The City shall determine the area space within the building that Civil Air Patrol shall be entitled to for use as mentioned above.

3. This Reinstatement shall continue for a period of five (5) years from the date it receives approval from the Leesburg City Commission. After expiration of this term, the Civil Air Patrol shall cease all use of the structure and remove all of its property from the structure.

4. The Civil Air Patrol will provide proof of insurance as may be required to comply with the City's risk management requirements.

5. The City agrees to make all repairs to the building and grounds, and provide routine, ongoing maintenance, as deemed necessary and appropriate by its designated City staff.

6. The City agrees to permit unrestricted access to the office/communications space to authorized Civil Air Patrol personnel during normal business hours.

7. The City shall assume all responsibility for providing utility services to the building and grounds.

8. At the City's discretion, the City may perform any renovations to the building or grounds that, in the City's opinion, best meets the needs of the airport and /or its operations, or the needs of the community.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to set their hands to this Reinstatement on the dates shown.

THE CITY OF LEESBURG, FLORIDA

BY: _____
ELISE DENNISON, Mayor


DATE: _____, 2015

Attest: _____
ANDI PURVIS, City Clerk

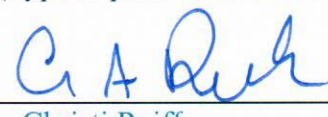
APPROVED AS TO FORM AND CONTENT:

CITY ATTORNEY


CIVIL AIR PATROL, INC.



Rebecca D. Lee
(Type or print name of witness)



Christi Reiff
(Type or print name of witness)

BY: 

Don R. Rowland, Chief Operating Officer
Type or print name and corporate title

DATE: 31 August, 2015



CIVIL AIR PATROL
UNITED STATES AIR FORCE AUXILIARY

CITIZENS SERVING COMMUNITIES
ABOVE AND BEYOND

HISTORY OF CIVIL AIR PATROL

In the late 1930s, more than 150,000 volunteers with a love for aviation argued for an organization to put their planes and flying skills to use in defense of their country. As a result, the Civil Air Patrol was born one week prior to the Japanese attack on Pearl Harbor.

Thousands of volunteer members answered America's call to national service and sacrifice by accepting and performing critical wartime missions. Assigned to the War Department under the jurisdiction of the Army Air Corps, the contributions of Civil Air Patrol, including logging more than 500,000 flying hours, sinking two

enemy submarines, and saving hundreds of crash victims during World War II, are well documented.



After the war, a thankful nation understood that Civil Air Patrol could continue providing valuable services to both local and national agencies. On July 1, 1946, President Harry Truman signed Public Law 476 incorporating Civil Air Patrol as a benevolent, nonprofit organization. On May 26, 1948, Congress passed Public Law 557 permanently establishing Civil Air Patrol as the auxiliary of the new U.S. Air Force. Three primary mission areas were set forth at that time: aerospace education, cadet programs, and emergency services.

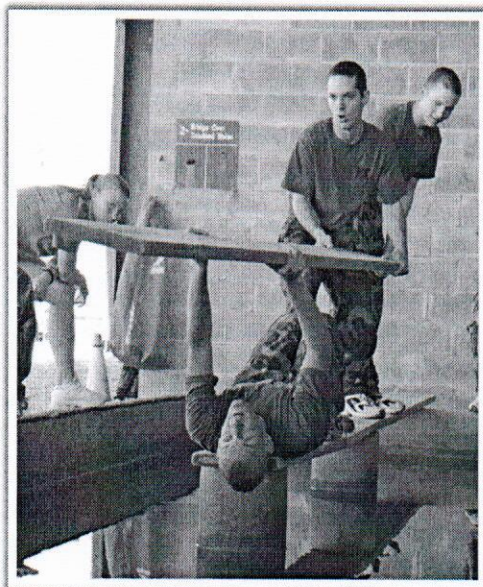
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CIVIL AIR PATROL
UNITED STATES AIR FORCE AUXILIARY

CITIZENS SERVING COMMUNITIES
ABOVE AND BEYOND

CADET PROGRAMS



While there are many youth oriented programs in America today, CAP's cadet program is unique in that it uses aviation as a cornerstone. Thousands of young people from 12 years through age 21 are introduced to aviation through CAP's cadet program. The program allows young people to progress at their own pace through a 16-step program including aerospace education, leadership training, physical fitness and moral leadership. Cadets compete for academic scholarships to further their studies in fields such as engineering, science, aircraft mechanics, aerospace medicine, meteorology, as well as many others. Those cadets who earn cadet officer status may enter the Air Force as an E3 (airman first class) rather than an E1 (airman basic).

Whatever your interests-survival training, flight training, photography, astronomy-there's a place for you in CAP's cadet program. Each year, cadets have the opportunity to participate in special activities at the local, state, regional or national level. Many cadets will have the opportunity to solo fly an airplane for the first time through a flight encampment or academy. Others will enjoy traveling abroad through the International Air Cadet

Exchange Program. Still others assist at major air shows throughout the nation.

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AGENDA MEMORANDUM

Item No: 4.C.2.
Meeting Date: October 12, 2015
From: Tracey Dean, Airport Manager
Subject: Execution of a Through-The-Fence Agreement between the City of Leesburg and the Weir Condominium Hangars Association, Inc.

Staff Recommendation:

Staff recommends approval of the Through-The-Fence Agreement

Analysis:

The FAA defines Through-The-Fence (TTF) as access granted to a federally obligated, public airfield from private property. The Weir Condominium Hangars are private hangars, built adjacent to airport property, having immediate access to the Leesburg International Airport. The City granted by Resolution 1999, on April 11, 1983, an easement to the Weir Condominium Hangar Association, for access onto airport property. Now, the City, desires to enter into a TTF Agreement at the recommendation of the FAA. The established fee schedule is comparable with what the City receives from on-airport tenants.

Options:

1. Approve the Through-The-Fence Agreement; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

This agreement will generate \$5,040.00 in revenue annually

Submission Date and Time: 10/7/2015 1:52 PM

Department: <u>Airport</u> Prepared by: <u>Tracey Dean</u> Attachments: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Advertised: <input type="checkbox"/> Not Required <input checked="" type="checkbox"/> Dates: _____ Attorney Review : Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. <u>BLM</u> Deputy C.M. _____ <u>MWR</u> Submitted by: _____ City Manager _____	Account No. <u>048-0000-362-0110</u> Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA, AUTHORIZING THE MAYOR AND
CITY CLERK TO EXECUTE A THROUGH-THE-FENCE
AGREEMENT, BETWEEN THE CITY OF LEESBURG AND THE
WEIR CONDOMINIUM HANGARS ASSOCIATION, INC., AND
PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:

THAT the Mayor and City Clerk are hereby authorized to execute an agreement
with Weir Condominium Hangar Association, Inc., whose address is 33025 Airport View
Road, Leesburg, FL 34788.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 12th day of October 2015.

ELISE DENNISON, Mayor

ATTEST:

J. ANDI PURVIS, City Clerk

THROUGH-THE-FENCE AGREEMENT

THIS AGREEMENT is made and entered into the _____ day of _____, 2015, by and between the **CITY OF LEESBURG, FLORIDA**, a Florida Municipal corporation, hereinafter called the City, and **WEIR CONDOMINIUM HANGARS ASSOCIATION, INC.**, hereinafter called the User;

This Agreement incorporates and is based upon the following representations and understandings:

WHEREAS, The City is the owner and operator of Leesburg International Airport (the "Airport"), located in the County of Lake, State of Florida, with the power to grant rights and privileges with respect to the Airport, pursuant to the provisions of the state law, among other federal, state, and local laws, rules and regulations; and

WHEREAS, the User is a condominium association under Chapter 718, Fla. Stat., regarding an Aviation condominium development located on real property at 33025 Airport View Road, Leesburg, FL 34788, immediately adjacent to the physical property of the Airport; and

WHEREAS, the User holds an easement granting owners of units in the condominium the right to taxi aircraft onto the Airport property and to its runway and taxiway system, as recorded in Official Records Book 776, Page 1733, Public Records of Lake County, Florida (the "Easement"), as transferred to the User by instrument recorded in Official Records Book 798, Page 2297, Public Records of Lake County, Florida; and nothing in this agreement changes, replaces, renders null and void or modifies said easement; and

WHEREAS, the parties desire to enter into this Agreement to comply with FAA regulations, which allow general aviation airport sponsors to enter into through-the-fence agreements provided these agreements comply with certain conditions set forth in this Agreement; and

WHEREAS, the FAA has notified the City that it is requiring the City to enter into such a through-the-fence agreement as a condition of future grant funding for projects and improvements at the Airport,

NOW, THEREFORE, in consideration of the mutual terms and conditions hereinafter set forth, the City and User hereby agree to the following:

ARTICLE I – PROPERTY WITH RIGHT OF ACCESS

Legal description of property with right of access:

Weir Condominium Hangars, a condominium established by the Declaration of Condominium recoded in Official Records Book 798, Page 2246, Public Records of Lake County, Florida, including all units thereof, the common elements, and any limited common elements.

Right of access is granted by the Easement referenced above. This agreement is not intended to address access, and is specifically not an agreement for access.

ARTICLE II – TERM OF AGREEMENT

The term of this Agreement shall commence on _____, and shall continue for a 15-year period, through and including _____. Upon the consent of the City, this Agreement may be renewed, subject to any changes deemed necessary by the City or FAA, for three (3) additional terms of five (5) years each.

ARTICLE III – PROHIBITIONS

1. Commercial Aeronautical Uses: Users rules shall not permit any person or entity to engage in any temporary or permanent commercial aeronautical activity anywhere on the Condominium Property (as defined in the Declaration), unless the person or entity obtains and maintains a valid Airport Operating Permit according to the City's policies as required of on airport commercial operators. This prohibition includes but is not limited to any activity or service for compensation, exchange, trading, buying, selling, or hire or any other revenue producing activity whether or not a profit is derived, which makes

possible, or is required for the operation of an aircraft, or contributes to or is required for, the safety of such operations.

2. Sale of Aviation Fuels Prohibited: User shall not permit any person or entity to sell aviation fuels on land owned by User described herein above.
3. Prohibitions and Restrictions: The User is specifically prohibited from transferring Easement privileges to other parties. User must sign an agreement to abide by the City's restrictions, as well as all conditions of this Agreement, and to allow the City to enforce the same. This restriction also includes the User taking reasonable precautions acceptable to the City to prevent the accidental access to the Airport by vehicles, pedestrians, pets, or others not specifically permitted by the terms of the Easement and this Agreement to access the Airport via the Easement. User shall keep Gate 11 secured against entry by unauthorized persons.

ARTICLE IV – FEE TO THE SPONSOR

User agrees to pay a fee to the City to comply with the Commercial Non Discrimination requirement of the FAA Grant Assurance 22, requiring airport operators receiving FAA grants to avoid discriminating against on-airport tenants to charge through the fence operations less for comparable services. This Fee is not a payment for access.

1. City's Basis for Fee: The fee is based on negotiations between the City and User, subject to adjustments as agreed at time of renewal.
2. User's Fee: Based upon the foregoing negotiations, the fee is \$5,040.00 annually payable on the first day of February each year upon receipt of an invoice from the City to User. This fee is subject to adjustment every two years in an amount determined by the Consumer Price Index ("CPI"), published by the United States Department of Labor. The adjustment shall not exceed 5%.
3. Payment: All payments required to be made by User under this Agreement shall be made payable to the City and shall be due on the first day of February. If fee is not paid



by the 30th day of the month, a late charge of 5% of the amount will be payable in addition to the amount of the fee due. Fees past due for thirty (30) days will be considered delinquent and the City will be entitled to terminate this Agreement as described below, or to exercise any other legal right or remedy to collect the past due fees, in the City's sole discretion.

ARTICLE V – CONSTRUCTION AND MAINTENANCE OF PRIVATE-USE INFRASTRUCTURE

It is understood and agreed that the User has constructed all private-use infrastructure, required and acceptable to the City, at User's sole cost and expense. Any future required private-use infrastructure within the easement, such as, taxiway, fence, sign(s), taxiway lights, gates, security controls, etc., shall be the responsibility of the user. Accordingly, User covenants and agrees as follows:

1. Construction and Maintenance: To maintain the private-use infrastructure on the User's or City's property as may be required. All construction on City's property must be approved in writing, by the City 90 days prior to the commencement of construction. During the term of this Agreement, User shall be solely responsible for all maintenance (utility costs, turf or pavement maintenance, pavement markings, etc.) of said private-use infrastructure and shall at all times maintain it in good repair. All additions, renovations, or improvements to private use infrastructure must be approved by the City prior to commencement of construction, and must adhere to the aesthetic standards imposed by the City on its tenants at the Airport.
2. Construction Costs: Notwithstanding anything herein contained to the contrary, User expressly agrees to pay any and all costs associated with construction of any private-use infrastructure (taxiway, fence, signs, taxiway lights, electrical power, gates, security controls, etc.) required by the City. These costs are in addition to the fees described above.

**ARTICLE VI – AGREEMENT SUBORDINATE TO GRANT ASSURANCES, AGREEMENTS
WITH UNITED STATES, AND FEDERAL OBLIGATIONS.**

This Agreement shall be nonexclusive and shall at all times be subordinate to the provisions of any existing or future agreements between the City and the United States Government, or to any order issued by the United States Government or any of its agencies or departments including but not limited to FAA, or to any grant assurances binding on the City or the Airport, or to any of the Airport's or the City's Federal obligations. If required by the FAA or other Federal agency, User agrees to enter into an amendment to this Agreement upon request of the City, to comply with the Federal mandate.

The User agrees to abide by the Airport Rules and Regulations promulgated by the City, as in effect as of the date of this agreement, and as amended from time to time.

ARTICLE VII –TERMINATION OF AGREEMENT

1. Events of Default by User: The City, at its option, may declare this Agreement terminated in its entirety upon the happening of any one or more of the following events and may exercise all rights related to the termination of this Agreement:
 - a. The fees outlined in Article IV, or any part thereof, are unpaid for thirty (30) days, or
 - b. If User shall file a voluntary petition in bankruptcy, or make a general assignment for the benefit of creditors, or if the User is adjudicated as bankrupt, or User otherwise assigns or attempts to assign its interest herein without the required prior written consent of City; or
 - c. If User shall use or permit the use of the User's Easement at any time, by any person or for any purpose not authorized by the Easement or this Agreement, or if User shall use or permit the use thereof in violation of any law, rule or regulation, (including the airport rules and regulations), to which the User has agreed to conform.
 - d. User fails to meet any term or condition of this agreement.

2. Notice of Default: If the User shall default in the performance of any other term of this Agreement (except the payment of fees), then the City shall send to the User a written notice of default, specifying the nature of the default, and User shall, within thirty (30) days after the date of the notice, cure and remedy the default, and this Agreement shall then continue as before.
- a. If the User shall fail to timely cure and remedy such default, the City shall have the right to declare, by written notice to the User, that the User is in default, and to use all remedies available to the City under this Agreement. However, if by its nature, such default cannot be cured within such thirty (30) day period, such termination shall not be effective if the defaulting party commences to correct such default within said thirty (30) days and corrects the same as promptly as reasonably practicable.
 - b. Termination of this Agreement for non-payment of fees to the City by User shall not become effective until after the expiration of ten (10) days written notice thereof by City to User and User fails to pay all moneys owed, fully within said period.

ARTICLE VIII – NOTICES

1. Notice/Addresses: Any notice permitted or required by this Agreement shall be in writing and shall be either delivered in person, sent by Federal Express, UPS or other widely recognized overnight courier service, or mailed by United States Mail, certified with return receipt requested and all postage charges prepaid. Except where receipt is specifically required in this lease, any notice sent by U.S. Mail in accordance with these standards to the proper address as set forth below shall be deemed to be effective on the second business day after the date of postmark; any notice personally delivered shall be effective upon delivery; and any notice sent by overnight courier shall be effective on the next business day after it is placed in the hands of the courier, properly addressed; and any time period shall begin running as of that date, whether or not the

notice is actually received. Notices shall be given in the following manner, or in such other manner as may be directed by either party, in writing, from time to time:

TO THE CITY:

City of Leesburg
Attention: City Manager
Post Office Box 490630
Leesburg, FL 34749-0630

TO THE USER:

Weir Condominium Hangars Association, Inc.
Post Office Box 1658
Lady Lake, FL 32158-1658


With copy to:
City Attorney
Post Office Box 491357
Leesburg, Florida 34749-1357

ARTICLE IX – EFFECT ON EASEMENT

User shall retain all rights under the Easement. In the event of a conflict between the two instruments, the Easement shall take precedence, and shall be deemed superior and paramount to this Agreement for the purposes of interpreting the rights and responsibilities of the parties under the two instruments.

IN WITNESS WHEREOF, the parties have caused their duly authorized officers to execute this Lease on the day and year first above written.

WITNESSES (two required):


STUART T. SAVOY


Mollie Bourke

Weir Condominium Hangars Association,
Inc.

BY: 
CHARLES F. TAYLOR, President

DATE: Sept 15, 2015

THE CITY OF LEESBURG, FLORIDA

DATE: _____, 2015

BY: _____
ELISE DENNISON, Mayor

APPROVED AS TO FORM:

CITY ATTORNEY

Attest: _____
ANDI PURVIS, City Clerk



AGENDA MEMORANDUM

Item No: 4.C.3.

Meeting Date: October 12, 2015

From: DC Maudlin, Public Works Director

Subject: Resolution authorizing the Mayor and City Clerk to execute a Memorandum of Agreement (MOA) for maintenance of US Hwy 441 right of way.

Staff Recommendation:

Staff recommends executing an MOA with the Florida Department of Transportation (FDOT) for maintenance of US Hwy 441 right of way between College Drive and County Road 473.

Analysis:

In August 2004 the City Commission executed a Joint Partnering Agreement (JPA) with FDOT to landscape portions of the US Hwy 441 right of way between College Drive and County Road 473. In exchange for \$530,000 FDOT landscape funding and annual maintenance funding, the City agreed to maintain the right of way included in the landscaping project. The MOA provides maintenance funding in the amount of \$11,467 per year for 3 years. This is an increase of \$1,548 annually over the previous agreement.

Options:

1. Execute the Memorandum of Agreement with FDOT, or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

Revenues received from FDOT will be used to offset the cost of maintaining the US Hwy 441 right of way from College Drive to CR 473.

Submission Date and Time: 10/7/2015 1:53 PM

Department: Public Works Prepared by: DC Maudlin Attachments: Yes <input type="checkbox"/> No <input type="checkbox"/> Advised: <input type="checkbox"/> Not Required <input type="checkbox"/> Dates: _____ Attorney Review: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> _____ Revised 6/10/04	Reviewed by: Dept. Head DCM Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. 001-0000-334-7311 _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND CITY
CLERK TO EXECUTE A MEMORANDUM OF AGREEMENT
WITH FDOT FOR MAINTENANCE OF US 441 RIGHT OF WAY
FROM COLLEGE DRIVE TO CR 473; AND PROVIDING AN
EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute a Memorandum
of Agreement with the Florida Department of Transportation for maintenance of US 441
right of way from College Drive to County Road 473.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a
regular meeting held the 12th day of October 2015.

Mayor

ATTEST:

City Clerk

**THE CITY OF LEESBURG
AND
THE FLORIDA DEPARTMENT OF TRANSPORTATION
HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT**

Contract No.: ARY48

THIS Agreement, entered into this _____ day _____, 2015 by and between the STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, **a component agency of the State of Florida, hereinafter called the DEPARTMENT** and the City of **LEESBURG**, State of Florida, existing under the Laws of Florida, hereinafter called the **CITY**.

W I T N E S S E T H

WHEREAS, as a part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, has created roadway, roadside areas and median strips on that part of the State Highway System within the limits of the **CITY** or adjacent to; and

WHEREAS, the **CITY** hereto is of the opinion that said roadway, roadside areas and median strips shall be attractively maintained;

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the **CITY**, by Resolution _____ dated the _____ day of _____, 2015 attached hereto as **EXHIBIT "A"**, which by reference hereto shall become a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

CITY OF LEESBURG

FIN NO; 423113-1-78-01

CONTRACT NO.: ARY48

NOW, THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The **CITY** shall be responsible for routine maintenance of all shoulders, landscaped and/or turfed areas within **DEPARTMENT** rights-of-way having limits described by **EXHIBIT “B”**, or subsequent amended limits mutually agreed to in writing by both parties. For the purpose of this Agreement, the maintenance to be provided by the **CITY** is defined in **EXHIBIT “C”**, or as defined by subsequent amended definitions agreed in writing by both parties.

2. In the event of a natural disaster (i.e. hurricane, tornado, etc.) or other normal occurrences such as vehicle accidents and hazardous waste spills, the **CITY** and the Department will cooperate and coordinate the use of their respective resources to provide for the clean-up, removal and disposal of debris or other substances from the Department’s right of way (described in **Exhibit “B”** or subsequently amended limits mutually agreed to in writing by the parties hereto). The Department shall not deduct from the payment to the **CITY**, costs for impairment of performance of any activity or part thereof defined in **Exhibit “C”**, as a result of such event and the redirection of **CITY** forces towards fulfillment of the responsibility under this article. This paragraph shall not be interpreted to reduce the **CITY’s** right to compensation or reimbursement from any other sources (i.e., FEMA) for the debris removal or other activities of the **CITY** subsequent to a natural disaster or accident.

3. To the extent permitted by Florida law the **CITY** agrees that it will indemnify and hold harmless the **DEPARTMENT** and all of the **DEPARTMENT's** officers, agents, and employees from any claim, loss, damage, cost, charge or expense arising out of any act, action, neglect or omission by the **CITY** during the performance of this Agreement, whether direct or indirect, and whether to any person or property to which the **DEPARTMENT** or said parties may be subject, except that neither the **CITY** nor any of its subcontractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the negligence of the **DEPARTMENT** or any of its officers, agents, or

employees. The Forgoing Provision is not intended to give rise to Rights in any third party to recover damages from the **CITY** nor is it intention to constitute a waiver of sovereign immunity.

4. If, at any time while the terms of this Agreement are in effect, it shall come to the attention of the **DEPARTMENT's** District Director of Transportation Operations, District 5, that the **CITY** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this Agreement, said Director of Transportation Operations, District 5, may, at his option, issue a written notice in care of the Public Works Director to place said **CITY** on notice thereof. Thereafter the **CITY** shall have a period of (30) thirty calendar days within which to correct the cited deficiency or deficiencies. If said deficiency or deficiencies are not corrected within this time period the **DEPARTMENT** may at its option, proceed as follows:

(A)) Maintain the roadway shoulders, median strip or roadside area declared deficient with the **DEPARTMENT** or a Contractor's material, equipment and personnel. The actual cost for such work will be deducted from payment to the **CITY** or

(B) Terminate this Agreement in accordance with Paragraph 11 of this Agreement.

5. During the term of this Agreement, the **DEPARTMENT** may from time to time engage in transportation projects on the roads covered by this agreement. Some of those projects may involve the **DEPARTMENT's** construction contractor temporarily assuming maintenance responsibility for the limits of the project. In that event, the Department will notify the Local Government of the limits of the project and the time frame for the project. During that time and for those limits, the Local Government will be released from its obligation to perform maintenance on those roads and the compensation to be paid under this agreement will be temporarily reduced. The reduction in compensation shall be based on the formula used to

initially compute the amount of compensation under this agreement and the Local Government will be notified of the amount of the reduction as part of the above-referenced notice.

6. The **DEPARTMENT** agrees to pay to the **CITY**, following a Notice to Proceed, compensation for the cost of maintenance as described under Item 1 of this Agreement. The payment will be in the amount of **\$2,866.75** per quarter or a total sum of **\$11,467.00** per year. In the event this Agreement is terminated as established by Paragraph 11 herein, payment shall be prorated to the date termination occurs. Detailed quarterly invoices, as provided further herein shall be sent to the Maintenance Contract Engineer of the Department at 1405 Thomas Ave, Leesburg, Florida 34748. Delivery shall be effective upon receipt of a proper quarterly invoice and any required, associated documents.

7. Payment shall be made only after receipt of goods and services as provided in Section 215.422, Florida Statutes.

(A) Any penalty for delay in payment shall be in accordance with Section 215.422(3) (b), Florida Statutes. Section 215.422(5), Florida Statutes provides that all purchasing agreements between a state agency and a vendor, applicable to this section, shall include a statement of the vendor's rights and the state's responsibilities under this section. The vendor's rights shall include being provided with the name and telephone number of the Vendor Ombudsman within the Department of Financial Services.

(B) The **CITY** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has seven working days to inspect and approve the goods and services, unless otherwise specified herein. The **DEPARTMENT** has 20 days to deliver a request for payment (voucher) to the Department of Finance. The 20 days are measured from the latter of the date the invoice is received, at the location stated herein, or the goods or services are received, inspected and approved.

(C) If payment is not available within 40 days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the **CITY**. Interest penalties of less than one (\$1.00) dollar shall not be enforced unless the **CITY** requests payment. Invoices, which have to be returned to the **CITY** because of **CITY** preparation errors, will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.

(D)) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from the Department. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the State Comptrollers Hotline, 1-800-848-3792.

8. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

9. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three years after final payment is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred include the **CITY** 's general accounting records and the project records, together with supporting documents and records of the **CITY** and all subcontractors performing work, and all other records of the **CITY** and subcontractors considered necessary by the Department for a proper audit of costs.

10. The **CITY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **CITY** in conjunction with this Agreement. Failure by the **CITY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.

11. This Agreement or any part thereof is subject to termination under any one of the following conditions:

(A) In the event the **DEPARTMENT** exercises the option identified by Paragraph 4 of this Agreement.

(B) In the event the Legislature fails to make an annual appropriation to pay for the **CITY's** services to be performed hereunder.

12. The term of this Agreement commences on the effective date of the Notice to proceed issued to the **CITY** by the **DEPARTMENT's** District Maintenance Engineer, District 5, and shall continue for a period of three (3) years from the effective date of issued Notice to Proceed.

This Agreement may be renewed for a period that may not exceed one three (3) year term. Renewal shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds. Any renewal or extension shall be in writing and shall be subject to the same terms and conditions set forth in this Agreement.

The Renewal shall be made at the discretion and option of the Department and agreed to in writing by both parties; i.e., the Authorized Signatory for the **CITY** and the Director of Transportation Operations, District 5, for the **DEPARTMENT**. Renewals shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT** and subject to the availability of funds.

The term of this Agreement may be extended for a period not to exceed six (6) months, upon written Agreement by both parties and subject to the same terms and conditions as applicable for renewal of this Agreement.

13. In the event this Agreement extends beyond the **DEPARTMENT's** current Fiscal Year that begins on July 1 of each year and ends on June 30 of each succeeding year, the **CITY**

CITY OF LEESBURG	FIN NO; 423113-1-78-01	CONTRACT NO.: ARY48
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and the **DEPARTMENT** mutually agree that the State of Florida's performance and obligation to pay under this Contract is contingent upon an annual appropriation by the Legislature. In addition, Section 339.135(6)(a) of the Florida Statutes is incorporated by reference, and set forth herein below as follows:

F.S. " 339.135(6)(a)" - The **DEPARTMENT**, during any Fiscal Year, shall not expend money, incur any liability, or enter into any Contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such Fiscal Year. Any Contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such Contract or other binding commitment of funds. Nothing herein contained shall prevent the making of Contracts for periods exceeding one (1) year, but any Contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all Contracts of the **DEPARTMENT** which are for an amount in excess of \$25,000 and having a term for a period of more than one (1) year.

14. All work done on the **DEPARTMENT** rights-of-way shall be accomplished in accordance with the Department of Transportation Manual on Uniform Traffic Control Devices and The Department of Transportation Design Standards, current edition.

15. This writing embodies the whole agreement and understanding of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements either verbal or written, between the parties hereto.

16. This Agreement is nontransferable and nonassignable in whole or in part without consent of the **DEPARTMENT**.

17. This Agreement shall be governed by and construed according to the laws of the State of Florida.

18. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to any public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.

19. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to any public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.

20. E-Verify – the **CITY** shall:

1. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the City during the term of the contract; and

2. expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

EXHIBIT “A”

RESOLUTION

(Attached, following this page)

EXHIBIT “B”

THE ROADWAYS INCLUDED IN THIS AGREEMENT ARE:

SECTION	S.R.	LOCATION	LENGTH
11010	500	From College Drive (M.P. 10.018) to CR 473 (M.P. 11.711)	1.693 Mi.

EXHIBIT “C”

ACTIVITY

DESCRIPTION

- 471** **Large Machine Mowing:** Mowing of roadside areas with large mowers where conditions accommodate the efficient use of 7 foot and larger mowers, alone or in combination.
- 485** **Small Machine Mowing:** Mowing the roadside with small hand or riding mowers have a cutting width of 40 inches or less.
- 490** **Fertilizing:** Fertilizing to provide required nutrients to establish and maintain an acceptable roadside turf.
- 492** **Tree Trimming & Removal:** The trimming of the height and sides of trees and removal of undesirable trees (over 4 inches in diameter or trimming that cannot be done under Activity 487 Weed Control - Manual). To include the chipping and/or removal of all debris from work site.
- 494** **Chemical Weed and Grass Control:** The application of herbicides to slopes, ditches, fences, guardrail, barrier walls, bridges, curb and gutter, obstructions, shoulders, and other areas, within the highway rights of way. Do not include herbicide efforts within mitigation or landscape areas.
- 541** **Roadside Litter Removal:** Cleaning roadways and roadsides of debris, such as cans, bottles, paper, trash and Adopt-A-Highway litter. Includes the hauling and disposal of litter. Does not include wayside parks, rest areas and service plaza barrels.
- 543** **Road Sweeping – Mechanical:** Machine sweeping of roadway to protect the facility from excessive accumulation of debris.
- 545** **Edging & Sweeping:** Removal of vegetation and debris from the curb, gutter and sidewalk.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

CITY of LEESBURG

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

By: _____

Alan Hyman, P.E.
Director of Transportation Operations

Printed Name & Title

Attest: _____

Attest: _____

Executive Secretary

Printed Name & Title

Legal Approval

Legal Approval

District Maintenance Engineer Approval



AGENDA MEMORANDUM

Item No: 4.C.4.

Meeting Date: October 12, 2015

From: Dan Miller, Planning & Zoning Manager

Subject: Cable and Communications Easement for Centurylink on City of Leesburg Property located on CR470

Staff Recommendation

Staff recommends approving the resolution directing the Mayor and City Clerk to execute a cable easement between the City of Leesburg and Embarq Florida, Inc., d/b/a Centurylink to allow cables and other communications facilities to a cellular communications tower on City Property.

Analysis

The proposed easement is requested to allow Centurylink to relocate communications cables from the adjacent property to the west affected by the recent sale of seventy-five (75) acres to Core-Slab, Incorporated. The area of the current easement located on the Core-Slab property is planned for building construction which directly impacts the current communication line location. All parties have come to agreement on the new location for the easement and are prepared to commence work upon approval of this easement.

Options

1. Approve the requested easement relocation as shown herein.
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact

No long term fiscal impact to the city is expected.

Submission Date and Time: 10/7/2015 1:53 PM

Department: <u>Community Development</u> Prepared by: <u>D. Miller, A. Parker</u> Attachments: <u>Yes</u> <u>X</u> <u>No</u> Advertised: <u>Not Required</u> Dates: _____ Attorney Review : <u>Yes</u> <u>No</u> Revised 6/10/04	Reviewed by: Dept. Head _____ Finance Dept. _____ Deputy C.M. _____ Submitted by: _____ City Manager _____	Account No. _____ Project No. _____ WF No. _____ Budget _____ Available _____
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA, AUTHORIZING AND DIRECTING THE MAYOR AND CITY CLERK TO EXECUTE A CABLE EASEMENT BETWEEN THE CITY OF LEESBURG AND EMBARQ FLORIDA, INC. d/b/a CENTURYLINK FOR THE PURPOSE OF GRANTING TO EMBARQ AN EASEMENT TO RUN ITS CABLES AND OTHER COMMUNICATIONS FACILITIES TO A CELLULAR COMMUNICATIONS TOWER ON CITY PROPERTY; AND PROVIDING AN EFFECTIVE DATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG, FLORIDA:

THAT the Mayor and City Clerk are hereby authorized and directed to execute a Cable Easement between the City of Leesburg and Embarq Florida, Inc. d/b/a Centurylink, for the purpose of granting to Embarq an easement to run its cables and other communications facilities to a cellular communications tower on City property, to replace an existing easement which crosses property recently sold by the City to Coreslab Structures (Orlando) Inc. and allow issuance of a policy of title insurance to Coreslab without an exception for such existing easement.

THIS RESOLUTION shall take effect upon its passage and adoption according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the 12th day of October, 2015.

THE CITY OF LEESBURG, FLORIDA

BY: _____
ELISE DENNISON, Mayor

Attest: _____
ANDI PURVIS, City Clerk

EXHIBIT A
Legal Description
Easement

CR470

EXHIBIT "A"

CENTURYLINK 20' WIDE COMMUNICATION EASEMENT, LYING 10 EITHER SIDE, WHEN MEASURED AT RIGHT ANGLES, TO THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCING AT THE POINT OF TANGENCY OF THE SOUTHERLY RIGHT OF WAY OF COUNTY ROAD 470, SAID POINT OF TANGENCY BEING AT STATION NUMBER 485 + 96.37/50RT AS SHOWN ON THE STATE OF FLORIDA RIGHT OF WAY MAP SECTION 11670-260 SHEET 4 OF 5, WHICH IS DATED JUNE 11TH, 1963; THENCE, FROM SAID POINT OF TANGENCY, RUN S.88°56'31"E. ALONG THE SOUTHERLY RIGHT OF WAY OF COUNTY ROAD 470, A DISTANCE OF 1336.74 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A 20 FEET WIDE UTILITY EASEMENT, SAID POINT OF BEGINNING BEING THE INTERSECTION OF SAID UTILITY EASEMENT CENTERLINE AND THE SOUTHERLY RIGHT OF WAY OF 470; THENCE, DEPARTING SAID RIGHT OF WAY, RUN S.00°25'21"E. ALONG SAID CENTERLINE LINE A DISTANCE OF 1312.19 FEET; THENCE, RUN S.59°28'35"W. A DISTANCE OF 408.25 FEET; THENCE, RUN N.89°01'07"W. A DISTANCE OF 125.09 FEET; THENCE, RUN N.31°18'53"W. A DISTANCE OF 89.43 FEET TO THE SOUTHEASTERLY LINE A TOWER LEASE DESCRIPTION AS SHOWN IN OFFICIAL RECORDS BOOK 3008, PAGES 698 THRU 702, IN THE PUBLIC RECORDS OF LAKE COUNTY FLORIDA, SAID MOST SOUTHERLY CORNER ALSO BEING THE POINT OF TERMINUS OF THIS CENTERLINE DESCRIPTION, SAID POINT OF TERMINUS BEING 10.00 FEET N.31°18'53"W. OF THE SOUTHERLY CORNER OF SAID TOWER DESCRIPTION, AFOREMENTIONED MOST SOUTHERLY CORNER BEING MORE THOROUGHLY DESCRIBED AS FOLLOWS:

Begin at the most southerly corner of a 100 feet by 100 feet are, said point of beginning lies 1153.33 feet measured at right angles, northerly of the south line of section 16 and 1982.77 feet, measured at right angles, easterly of the west line of the south half of section 16, said point of beginning is further referenced as follows:

1. A 6X6 concrete monument, being the monumented south quarter corner of said section 16 lies S.29°06'10"E. 1330.01 feet from said point of beginning.
2. A 5x5 lighter-wood post being the monumented southwest corner of said section 16 lies s.60°34'47"w. 2293.72 feet from said point of beginning.
3. A 4X4 concrete monument being the monumented point of curvature of the southerly right of way of state road 470 lies N.29°13'07"W.1686.52 feet from said point of beginning.

Thence departing said most southerly corner and said point of beginning, run N.58°41'07"E. 100.00 feet, thence run N31°18'53"W. 100.00 feet, thence run S58°41'07"W. 100.00 feet, thence run S31°18'53"E. to the point of beginning containing 10, 000 square feet of 0.23 acres more or less.

GENERAL NOTES

- 1: This is NOT A BOUNDARY SURVEY.
- 2: This sketch is to show existing site information and improvements for the sole purpose of conceptual design.
- 3: This sketch was prepared for the City of Leesburg and its assign's as there interests may appear. Use of this sketch by any other parties is Strictly forbidden.
- 4: Use of this sketch shown on sheet 2 for any other purpose than that stated in note (2) is the sole responsibility of the user. The City of Leesburg assumes no liability for the misuse of this information.
- 5: All information outside the labeled limits of this site is for general reference purposes only. Assumption of correctness outside of said site boundary is the liability of the user.
- 6: The Bearings, shown hereon, are relative to assumed datum and are Based on the southerly right of way line of CR 470 as N.89°24'15"W.
- 7: This sketch was prepared by the City of Leesburg, Public works Department, Engineering Division, under the direction of Adrian Parker, CPM / Development Review Coordinator, for the City of Leesburg.
- 8: This sketch contains 2 sheets in which NONE are valid without all remaining sheets.

SECTION: 16-20-24



CITY OF LEESBURG
COMMUNITY DEVELOPMENT
ENGINEERING DIVISION
550 S. 14th ST. - P.O. BOX 490630
LEESBURG, FLORIDA 34749
PHONE (352) 729-9755
FAX (352) 729-9679

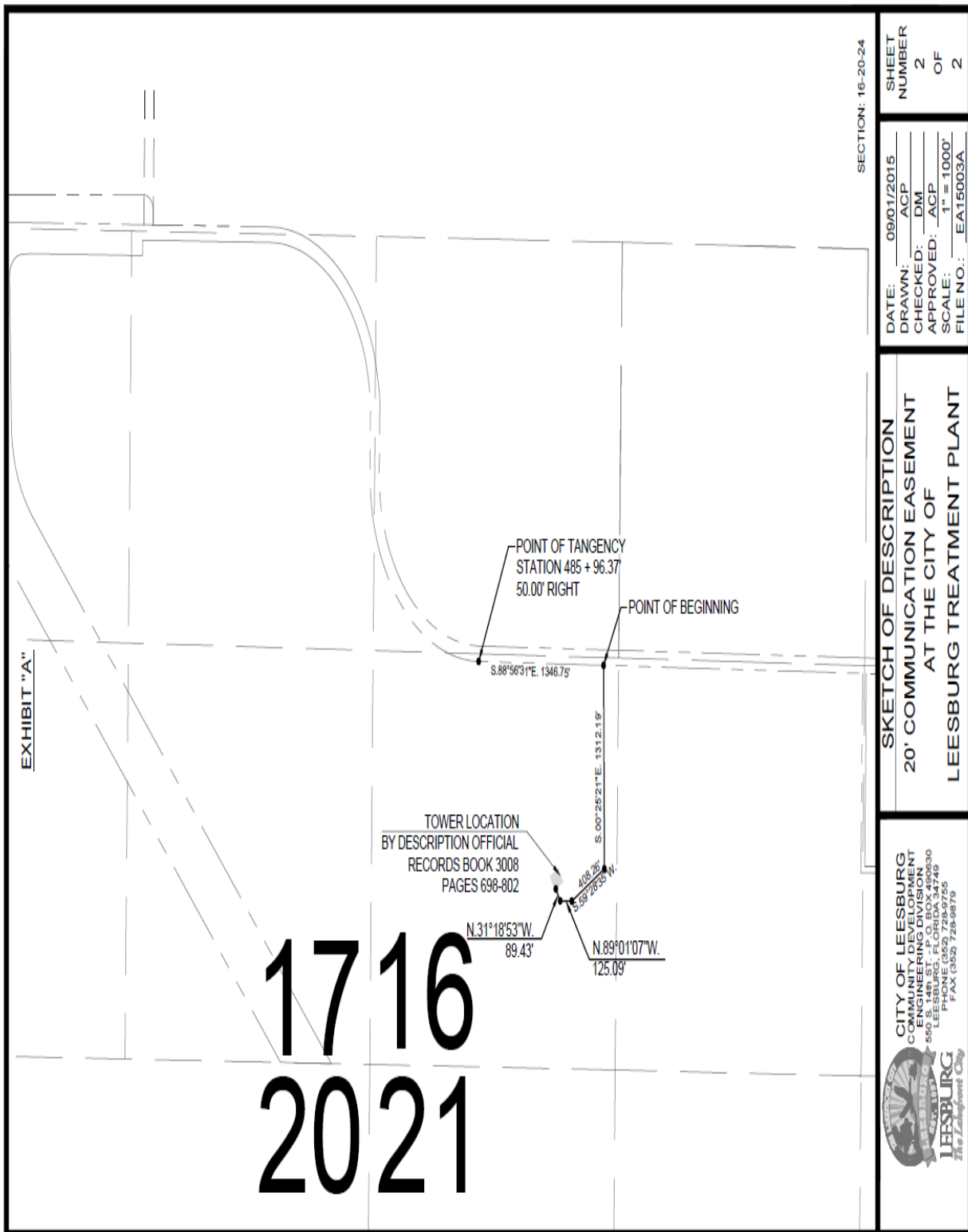
SKETCH OF DESCRIPTION
20' COMMUNICATION EASEMENT
AT THE CITY OF
LEESBURG TREATMENT PLANT

DATE: 09/01/2015
DRAWN: ACP
CHECKED: DM
APPROVED: ACP
SCALE: NTS
FILE NO.: EA15003A

SHEET
NUMBER
1
OF
2

EXHIBIT B
Sketch of Description

CR470 Easement



Prepared by and Return to:
Victoria Suzanne Bucher, SR/WA
33 North Main Street
Winter Garden, FL 34787

CABLE EASEMENT

This Cable Easement and the rights contained in it are granted by the **CITY OF LEESBURG, FLORIDA**, a municipal corporation ("Grantor"), whose address is P. O. Box 490630, Leesburg, Florida 34749.

For good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor, Grantor, for itself, its successors and assigns, grants to **EMBARQ FLORIDA, INC., DBA CENTURYLINK**, its successors, assigns, lessees, licensees and agents ("Grantee"), subject to the terms stated in this Cable Easement, a perpetual easement ("Easement") to install, construct, operate, maintain, expand, replace and remove underground cables and related facilities or structures as are reasonably necessary for Grantee to exercise the rights granted to it in this Cable Easement (collectively, "Facilities"), upon, over, through, under and along a parcel of land described on Exhibit "A" ("Easement Tract").

The grant of Easement also gives to Grantee the following rights: (a) the right of reasonable ingress and egress over and across the Easement Tract, Property and any real property owned or controlled by Grantor that is adjacent to the Easement Tract or Property for the purpose of Grantee exercising the rights granted to it in this Cable Easement; (b) the right to clear and keep clear all trees, roots, brush and other obstructions from the surface and sub-surface of the Easement Tract that interfere with Grantee exercising the rights granted to it in this Cable Easement; (c) the right to permit the carry-in and attachment of the conduit, wires, cables or other such items of any other entity or person as may be required by law to the Facilities; and (d) at Grantee's expense, the right to bring to and place at the Easement Tract electrical or other utility service for Grantee's use, and if required by the utility, Grantor will grant a separate easement to the utility for the purpose of the utility having access to and bringing service to the Easement Tract.

Grantor will have the right to use and enjoy the Easement Tract so long as Grantor's use does not materially interfere with the rights granted to Grantee in this Cable Easement. Grantor will not erect any structure or plant trees or other vegetation within the Easement Tract that interfere with the rights granted to Grantee in this Cable Easement.

Grantor warrants that Grantor is the owner of the Easement Tract and Property and will defend title to the Easement Tract and Property against the claims of any and all persons, and that Grantor has full authority to grant this Easement according to its terms. Grantor further warrants that to the best of Grantor's knowledge, the Easement Tract and Property are free from any form of contamination and contain no hazardous, toxic or dangerous substances. Grantee will have no responsibility for environmental contamination or liabilities unless caused by Grantee.

Prepared by and Return to:
Victoria Suzanne Bucher, SR/WA
33 North Main Street
Winter Garden, FL 34787

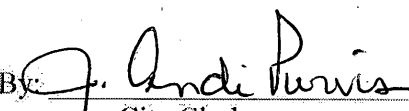
Signed by Grantor this 18th day of SEPTEMBER, 2015.

GRANTOR:

THE CITY OF LEESBURG, FLORIDA

BY: 
ELISE DENNISON, Mayor

ATTEST:

By: 
City Clerk

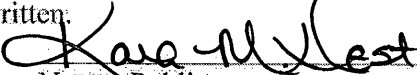
Approved as to Form and Correctness

City Attorney

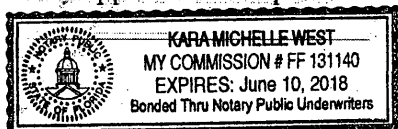
THE STATE OF FLORIDA)
)
COUNTY OF LAKE)

BE IT REMEMBERED, that on this 18th day of September, 2015, before me, a Notary Public in and for said County and State, came ELISE DENNISON, who is the MAYOR and J. Andi Purvis as CITY CLERK, who acknowledged before me that they executed the foregoing instrument on behalf of the CITY OF LEESBURG, FLORIDA, and who were either personally known to me or who provided _____ as identification.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal the day and year last above written.


Notary Public

My appointment expires:



PRN 762847



AGENDA MEMORANDUM

Item No: 5A.

Meeting Date: October 12, 2015

From: Dan Miller, Planning & Zoning Manager

Subject: Ordinance extending the phasing clause of Ordinance 12-19, Renaissance Trails PUD (Planned Unit Development)

Staff Recommendation

Staff recommends approval of the request to extend the phasing clause (Section 2.H.2) of Ordinance 12-19, Renaissance Trails PUD (Planned Unit Development).

Analysis

The Renaissance Trails property consists of 650+/- acres located on the west side of County Road 48 at the intersection of North Austin Merritt Road, as seen on the attached Aerial Map. The zoning on this property is PUD (Planned Unit Development), under Ordinance 12.19. Under this zoning, the project will contain multiple uses including 1950 units of various housing types, 315,000 square feet of commercial space on an approximately 37 acre commercial center, along with a provision for a seven (7) acre public use site. Due to the economic downturn of the past several years, the project has not moved forward, and the phasing portion of the PUD zoning is set to expire in January of 2016. This request to extend the phasing is the same action taken on other projects that have been previously approved by the City Commission. Approval of this request will extend the phasing portion of the PUD zoning under Section 2.H.2. for an additional forth-eight (48) months. No other changes to the zoning are requested.

By a vote of 7-0, the Planning Commission recommended approval of this request at their August 20, 2015 meeting.

Options:

1. Approve the request to extend the section 2.H.2. of Ordinance 12-19 by forty-eight (48) months; or
2. Such alternative action as the Commission may deem appropriate.

Fiscal Impact:

There is no fiscal impact anticipated as a result of this action.

Submission Date and Time: 10/7/2015 1:53 PM

Department: <u>Community Development</u> Prepared by: <u>Dan Miller, P&Z Manager</u> Attachments: Yes <u>X</u> No <u> </u> Advertised: <u> </u> Not Required <u> </u> Dates: <u> </u> Attorney Review : Yes <u> </u> No <u> </u> <u> </u> Revised 6/10/04	Reviewed by: Dept. Head <u> </u> Finance Dept. <u> </u> Deputy C.M. <u> </u> MWR <u> </u> Submitted by: City Manager <u> </u>	Account No. <u> </u> Project No. <u> </u> WF No. <u> </u> Budget <u> </u> Available <u> </u>
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ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF LEESBURG, FLORIDA, AMENDING A PUD (PLANNED UNIT DEVELOPMENT) ZONING TO ALLOW AN ADDITIONAL 48 MONTHS UNDER THE PHASING SECTION 2.H.2 OF THE ZONING CONDITIONS ON APPROXIMATELY 650 ACRES, FOR PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF CR 48, AT THE INTERSECTION OF NORTH AUSTIN MERRITT ROAD, AS LEGALLY DESCRIBED IN SECTIONS 31 & 6, TOWNSHIPS 20 & 21 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA; AND PROVIDING AN EFFECTIVE DATE. (Renaissance Trails)

BE IT ENACTED BY THE PEOPLE OF THE CITY OF LEESBURG, FLORIDA, that:

Section 1.

Based upon the petition of Duval Farms, LLC (Shawn Riordan - Renaissance Trails), the petitioner of the property hereinafter described, which petition has heretofore been approved by the City Commission of the City of Leesburg Florida, pursuant to the provisions of the Laws of Florida, the said property located in Lake County, Florida, is hereby rezoned from PUD (Planned Unit Development) to PUD (Planned Unit Development) with revised conditions, to-wit:

(Legal Description)
(See Exhibit B)

Section 2.

This ordinance shall become effective upon its passage and adoption, according to law.

PASSED AND ADOPTED at the regular meeting of the City Commission of the City of Leesburg, Florida, held on the _____ day of _____, 2015.

Elise A. Dennison, Mayor

ATTEST:

J. Andi Purvis, City Clerk

**RENAISSANCE TRAILS
PLANNED UNIT DEVELOPMENT/CONTEMPORARY OVERLAY DISTRICT
CONDITIONS**

**August 20, 2015
(previous January 19, 2012 and June 8, 2006)**

These Planned Unit Development/Contemporary Design Overlay Conditions for PUD/CDO (Planned Unit Development/Contemporary Design Overlay) Districts are granted by the City of Leesburg Planning Commission, Lake County, Florida to Duval Farms, LLC, (Shawn Riordan Renaissance Trails) "Permittee" for the purposes and subject to the terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development" and Section 25-282 Overlay Districts (d) CDO Contemporary Design Overlay of the City of Leesburg Land Development Code, as amended.

BACKGROUND: The "Permittee" is desirous of obtaining a Planned Unit Development (PUD) with a Contemporary Design Overlay (CDO) zoning district to allow construction of a proposed mixed use development comprised of residential, commercial and public uses consisting of a maximum of 1,950 residential units on approximately 650 acres with a commercial village center of approximately 315,000 sq. ft. on approximately 37 acres, subject to approval by FDEO of a Development of Regional Impact, on a site within the City of Leesburg located at the intersection of C.R. 48 and Austin Merritt Road, in accordance with their PUD application and supplemental information.

1. **PERMISSION** is hereby granted to Duval Farms, LLC, (Shawn Riordan Renaissance Trails) to construct, operate, and maintain a Planned Unit Development with a Contemporary Design Overlay in and on real property in the City of Leesburg. The property is more particularly described as follows:

LEGAL DESCRIPTION:
See attached legal Exhibit B.

2. **LAND USE**

The above-described property, containing approximately 650 acres, shall be used for mixed use residential, commercial and public uses development, pursuant to City of Leesburg development codes and standards and the Conceptual Development Plan Exhibit C. as follows:

- A. Residential Development

1. The project shall contain a maximum of 1,950 residential units on approximately 650 acres at a gross density not to exceed 3.0 units per acre.
 2. Development standards to be established through future the amendment to these Planned Unit Development (PUD) conditions as conceptual plans are developed for individual phases.

3. Permitted Uses:
 - a. Single-family dwellings (detached or attached);
 - b. Townhome single-family dwellings;
 - c. Multi-family dwellings;
 - d. New urbanism design units with staff approval including rear garages with living units;
 - e. Accessory structures;
 - f. Temporary Sales and Construction Office. The developer shall be allowed to construct a temporary portable sales office on the Property. Such sales office shall be allowed to remain until new home sales operations cease.
 - g. Model homes may be used for sales center during the duration of the project.
 - h. All residential units shall be developed through a subdivision plat except for new urbanism units in conjunction with commercial development.
 4. In order to comply with the diversity of housing required by the City's adopted Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.2, projects shall incorporate the following requirements:
 - a. In order to provide a balance of housing types, more than one type of housing shall be provided such as single-family attached and detached dwellings, town houses, multi-family etc. with each having a minimum of ten (10) percent of the total project except where new urbanism design communities are approved by City staff.
 - b. In addition, townhome units and residential units in conjunction with commercial uses shall not be age restricted.
 5. Interim Uses: The following uses shall be permitted only as interim uses:
 - a. Agricultural uses such as crops, live stock except swine and accessory agricultural uses such as barns and stock pens. Interim uses shall be permitted until an adjacent phase of the project is developed for residential, commercial, office or community facilities uses.
- B. Recreational Development
1. Recreational development provided on the site shall include active and passive uses, as well as enclosed or un-enclosed recreational space, devoted to the joint use of the residents. Such recreation space shall consist of not less than two hundred (200) square feet of space per dwelling unit as allocated on Map H-3. In computing useable recreation space, the following items may be considered at one and twenty-five hundredths (1.25) times the actual area.
 - a. Recreational activities such as play grounds, basket ball, tennis and hand ball courts, etc.
 - b. Developed recreational trails which provide access to the public trail system.
 - c. Swimming pool, including the deck area which normally surrounds such pools.
 - d. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreation.
 2. Required stormwater areas and buffer areas shall not be considered as recreational space except for areas developed as recreational trails which provide access to the public trail system.

3. The Planned Unit Development shall provide planned accessibility from all areas of the development to any proposed recreational facilities including pedestrian/trail access where possible.
 4. If a connection to the proposed City trail system is required, the development shall provide a public rail to trails access/connection along the boulevard type roads through the development with a minimum of a twenty-five (25) foot wide trail within the required buffer area. Construction of any required trail will be the developer's responsibility and shall be developed per City trail requirements. Some credit may be allowed toward the required recreation areas depending on final determination of overall recreation and trail development plans. Final location and design shall be determined during the preliminary plan/site plan review process.
- C. Limited commercial uses shall be allowed within buildings designated for recreational use and shall be intended for the primary use of project residents. The location and intensity of such uses shall be approved by the City staff as part of the preliminary plan review process. Examples of such uses are sales office, post office, ATM or bank services, coffee shop etc.
- D. The commercial use of a sales office and/or model center shall be a permitted use as long as it is specifically related to the PUD residential development of the site.
- E. Commercial, Office and Community Facilities
1. Town Commercial Center area of approximately thirty-seven (37) acres shall be situated generally at the intersection of C.R. 48 and Austin Merritt Road. Final determination and location of commercial areas shall be approved during future amendment to these Planned Unit Development (PUD) conditions during the conceptual plans approval process.
 2. Allowable uses shall be those uses as described in the C-2 (Community Commercial) Zoning District in the City of Leesburg Land Development Code (as amended).
 3. Development standards to be established through future amendment to these Planned Unit Development (PUD) conditions as conceptual plans are developed for individual phases.
 4. The gross leaseable area for the designated commercial areas shall not exceed sixty-five (65) percent ISR unless residential units are located above the commercial/office areas. With residential units the ISR shall increase to eighty (80) percent.
 5. Maximum building height shall not exceed three stories or 40 feet.
 6. Commercial development areas shall be properly screened from residential areas with a buffer in accordance with the City of Leesburg Land Development Code (as amended). Minimum buffer width shall be 10 feet.
 7. Access to the commercial development areas shall be primarily from internal roadways, not C.R.48.
 8. Recreational vehicle parking shall be restricted through deed restrictions/covenants which shall prohibit parking within the development unless within an enclosed structure or an approved designated area is provided, except for loading and unloading for a 24 hour period. If provided, the area shall be buffered and final location will be determined by staff as part of the Preliminary Subdivision approval process. Final determination of the location and size of such facilities shall be approved by City staff during the preliminary plan review process.

F. Public Use Areas and Impacts

The approximate seven (7) acre Public Use Area, as shown on the Conceptual Development Plan shall be dedicated to the City of Leesburg for public purposes prior to plat approval of any portion of the development or prior to any building permit issuance, whichever occurs first. The final size and location of the Public Use Area shall be determined by the City at the time future amendment to these Planned Unit Development (PUD) conditions during the conceptual plans approval process.

In addition, to maximize the buildable area of the Public Use Area, any environmental, floodplain, and wetlands impacts on the site will be mitigated off site; stormwater retention will be retained and treated off-site within the planned unit development; any transportation impacts associated with the site will be included in the total number of vehicle trips approved for the planned unit development; and the site shall include central potable water and sanitary sewer lines stubbed out to the site, as well as a cleared building area, to facilitate construction in a timely manner.

Although this development is partially age restricted, some lots or units may be occupied by families with school age children, and the development may thus have an impact on public school capacity in the area. Since part of the development is restricted to the population over 55 years of age, the developer has requested that it not be required to dedicate a possible school site within the development. In order to mitigate the impacts the development may have on school capacity, in lieu of dedicating a school site the developer agrees to pay to the City, for each age restricted lot or unit, a voluntary educational impact fee equal to the adopted Lake County School Board School Impact fee in place at the time of issuance of a building permit for each age restricted unit.

G. Open Space and Buffer Areas

1. Wetlands shall have an average upland buffer of 25 feet, minimum of 15 feet, or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the preliminary plan application
2. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
3. Wetlands shall have a minimum upland buffer of 25 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be replanted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
4. Land uses allowed within the upland buffers are limited to hiking trails, horse trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
5. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

6. A wildlife/archaeological management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The management plan shall be submitted to the City as part of the preliminary plan application. The Permittee shall designate a responsible legal entity that shall implement and maintain the management plan.
7. To the extent practical, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, St. Johns River Water Management District or another legal entity such as a homeowners association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to St. Johns River Water Management District or another legal entity such as a homeowners association for ownership and maintenance.
8. Landscape Buffer areas, identified during the development review process by the Master Plan along CR 48 and in PODs where more intense uses such as commercial, stables etc. abuts residential areas where no roads intersect these areas and provide a physical separation shall be as follows:

For each one hundred (100) linear feet, or fraction thereof, of boundary, the following plants shall be provided in accordance with the planting standards and requirements of the City of Leesburg Code of Ordinances, as amended.

- a. Two (2) canopy trees
- b. Two (2) ornamental trees
- c. Thirty (30) shrubs
- d. The remainder of the buffer area shall be landscaped with grass, groundcover, and/or other landscape treatment.
- e. Existing vegetation in the required buffer shall be protected during construction.

H. Development Phasing

1. The proposed project may be constructed in phases in accordance with the Planned Unit Development Master Plan (attached as part of these conditions). Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.
2. Implementation of Phase I of the development project shall proceed in good faith within 48 months of approval of this Planned Unit Development. In the event, the conditions of the PUD have not been implemented during the required time period, the PUD shall be scheduled with due notice for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to RE-1 (Estate Density Residential) or another appropriate zoning classification less intense than the development permitted by these PUD Conditions.

I. Signage

1. All signage will meet City standards as set forth in the Leesburg Land Development Code except for the following conditions:
 - a. A maximum of two (2) grounds or wall residential entrance or gate signs may

be located at the main entrance to a single family, multi-family subdivision. In the alternative, one (1) double faced identification sign may be permitted when placed in the median of a private entrance road. The maximum allowable sign surface area per wall or sign shall not exceed one hundred twelve (112) square feet.

- b. Secondary entranceways shall be restricted to one (1) ground sign, not to exceed thirty (30) square feet in area and a vertical dimension of five (5) feet.
- c. Height-signs shall be a maximum of eight (8) feet and be measured from the finished grade level or crown of road to the top of the sign face, provided if the sign is integrated into a fence, wall or column.

3. **STORMWATER MANAGEMENT / UTILITIES**

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowners association is an acceptable maintenance entity.
- D. The 100-year flood plain shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100 year flood plain is altered and /or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District.
- G. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- H. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of utility infrastructure and other improvements related to the use and development of the property including such off site improvements required by the City, all of which shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction. If offsite utility infrastructure systems are upsized at the request of the City of Leesburg to accommodate other existing or future developments in the area, the Developer will be entitled to an applicable reimbursement method, such as cost-sharing, impact fee credits, pioneering agreements, etc., as appropriate provided by a separate utility agreement.
- I. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development.
- J. A two (2) acre well site with the potential for two potable wells shall be dedicated to the City of Leesburg for public purposes prior to plat approval of any portion of the development or prior to any building permit issuance, whichever occurs first. The final size and location of the well site shall be determined by the City at the time of the future amendment to these Planned Unit Development (PUD) conditions during the conceptual plans approval process.

4. **TRANSPORTATION IMPROVEMENTS**

- A. All transportation improvements shall be based on a current traffic analysis and shall be contingent upon Preliminary Subdivision Plan approval by City staff during the development review and permitting process.
- B. Vehicular access to the project site shall generally be provided as shown on the Conceptual Phasing Plan through a minimum of two four lane divided boulevard type roads. Actual locations and design of the boulevards and roads shall be approved during future amendment to these Planned Unit Development (PUD) conditions during the conceptual plans approval process. Other potential accesses to adjacent properties will be reviewed during the development review process.
- C. The Permittee shall provide all necessary improvements/signalization within and adjacent to the development as required by Lake County and City of Leesburg.
- D. All roads within the development shall be designed and constructed by the developer to meet the City of Leesburg requirements including but not limited to Miami curbs.
- E. Sidewalks shall be provided on one side of the local internal roads except for boulevards which shall require provide sidewalks on both sides and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Leesburg Codes.
- F. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg prior to preliminary plan approval.
- G. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.
- H. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City the road system is in suitable condition and meets City of Leesburg requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time.
- I. A traffic/transportation study shall be submitted prior to site plan approval for review and determination of any necessary access improvements, including any off site improvements required by FDOT, Lake County, the MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- J. At such time that traffic signals are warranted at the proposed project entrance(s), the Permittee shall pay their pro-rata share of the cost of the signal(s) as determined by City staff.

5. **DESIGN REQUIREMENTS**

Design requirements shall meet the standards as per Sec. 25-395. Contemporary design district overlay (CDO) general district standards. Designs to meet general standards provided below and will be reviewed during the development review and permitting process.

- A. Residential Development
 - 1. Contemporary design district overlay (CDO) standards require that all detached

residential development on lots that are less than fifty (50) feet in width shall be served by rear alleys. Each alley shall connect with streets at both ends.

2. Building Design

a. Detached single-family homes shall have garages located with the following provisions.

- 1) Front access garages must be set back a minimum of five (5) feet from the attached primary structure or the front building line.
- 2) Rear garages must be setback a minimum of twenty (20) feet from an alley or rear access drive.
- 3) Side entrance garages may be in line with or off set from the primary structures front setback provided the garage has front facade windows.
- 4) Homes with covered front entries and/or porches of a minimum fifty (50) square feet may have front access garages setback in line with the porch or five (5) feet forward of the porch.

b. The distance between any principal building and accessory building shall be a minimum of ten (10) feet.

c. Alternative new urbanism design and rear alley access units shall have the following:

- 1) Ten (10) foot front setback.
- 2) Traditional/Cracker style front elevations (See attached Examples Urban-Style, Traditional Design).
- 3) Covered front porches of at least forty percent of the length of the front elevation at a minimum depth of four (4) feet.

3. Additional Design Features

a. All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the building:

- 1) Dormers
- 2) Gables
- 3) Recessed entries
- 4) Covered porch entries
- 5) Cupolas
- 6) Pillars or posts
- 7) Bay window (minimum 12 inch projections)
- 8) Eaves (minimum 6-inch projections)
- 9) Repetitive windows with minimum 4-inch trim.

B. Commercial Village Center Design

1. Building frontages shall occupy no less than 75% of the street facing entrance.
2. Height. The maximum building height may be increased by 10 feet as an incentive for vertical mixed use buildings, except where adjacent to single-story residential uses.
3. Public Entrance. Buildings that are open to the public shall have an entrance for pedestrians from the street to the building interior. This entrance shall be designed to be attractive and functionally be a distinctive and prominent element of the architectural design, and shall be open to the public during business hours. Buildings shall incorporate lighting and changes in mass, surface or finish to give emphasis to the entrances.
4. Building Façade. No more than 20 feet of horizontal distance of wall shall be provided without architectural relief for building walls and frontage walls facing the

street. Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material. A clear visual division shall be maintained between the ground level floor and upper floors. The top of any building shall contain a distinctive finish consisting of a cornice or other architectural termination as described below.

5. Storefront character. Commercial and mixed-use buildings shall express a "storefront character" with the new urbanism design elements complimenting Phase V. This guideline is met by providing all of the following architectural features along the building frontage as applicable.
 - a. Corner building entrances on corner lots.
 - b. Regularly spaced and similar-shaped windows with window hoods or trim (all building stories).
 - c. Large display windows on the ground floor. All street-facing, park-facing and plaza-facing structures shall have windows covering a minimum of 40% and a maximum 80% of the ground floor of each storefront's linear frontage. Blank walls shall not occupy over 50% of a street-facing frontage and shall not exceed 20 linear feet without being interrupted by a window or entry. Mirrored glass, obscured glass and glass block cannot be used in meeting this requirement. Display windows may be used to meet this requirement, but must be transparent and shall not be painted or obscured by opaque panels.
6. Orientation. The primary building entrances shall be visible and directly accessible from a public street. Building massing such as tower elements shall be used to call-out the location of building entries.
- C. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
 1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a "cementitious" lap siding. (A "cementitious" lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.
- D. Other similar design variations meeting the intent of this section may be approved by the Community Development Director.

6. **MISCELLANEOUS CONDITIONS**

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically

authorized by the Planning Commission in accordance with the Planned Unit Development amendment process.

- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

7. CONCURRENCY

As submitted, the proposed zoning change does not appear to result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. However, no final development order (site plan and building permits) shall be granted for a proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

A. Utilities

1. Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- b. If future development on this site is cause for off-site improvements for water and wastewater, the developer will bear the cost of design, permitting and construction of any such improvements. The developer shall receive no impact fee credits for any such required off-site improvements. The developer and the City may enter into a pioneering agreement with the developer, if appropriate.
- c. The City's Consumptive Use Permit provides for anticipated demands due to this and other potential development

B. Commitment of Capacity

There are no previous commitments of any existing or planned excess capacity.

C. Ability to Provide Services

1. The City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. The City updates its Ten-Year Capital Improvement Plan (CIP) as part of our annual budgetary process. Included within the CIP are water, wastewater, and reclaimed water improvements necessary to provide service to proposed development.
3. The City has completed an impact fee study, based in part on the CIP in order to assure adequate and appropriate funding for required improvements.

LEGAL DESCRIPTION

EXHIBIT B.

**LEGAL DESCRIPTION
DUVAL FARMS, LLC**

Parcel F:

SW $\frac{1}{4}$ of NE $\frac{1}{4}$ lying N & W of State Road No. 48; W $\frac{1}{2}$ of NW $\frac{1}{4}$; SW $\frac{1}{4}$ lying N & W of State Road No. 48; All SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Less the North 220 feet of the West 110 feet of the East 563 feet; All being in Section 6, Township 24 South, Range 24 East, Lake County, Florida.

Parcel G:

All that part of the following Tracts of Land Lying West of the Right of Way of State Highway 48, To-Wit:

NE $\frac{1}{4}$ of NE $\frac{1}{4}$ and East 495 feet of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 6, Township 21 South, Range 24 East.

West 825 feet of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 6, Township 21 South, Range 24 East.

Less and Except from the above parcels Railroad Right of Way.

Parcel H:

Those certain strips of parcels of land situate, lying and being in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6, Township 21 South, Range 24 East, County of Lake, State of Florida, and described as follows, to Wit:

That certain segment of Grantor's 120 wide Right of Way, I.E., 60 feet wide on each side of the Center Line of Grantor's main track, as formerly located; said segment of Right of Way beginning at the North line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6 and extending Southwestwardly a mean distance of approximately 915 feet to the West line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6; Also:

That certain segment of Grantor's 60-foot wide Right of Way, i.e. 30 feet on each side of the Center line of Grantor's main track, as formerly located; said segment of Right of Way beginning at the East line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and extending Southwestwardly a mean distance of approximately 980 feet to the South line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6;

Less and Except from all the above right of way for Austin-Merritt Road conveyed to Lake County in Official Records Book 526, Page 405, Public Records of Lake County, Florida, and Right of Way for Austin-Merritt Road as occupied.

Parcel J:

The South $\frac{1}{4}$ of the West $\frac{1}{2}$; The Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; and the West 462 feet of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 20 South, Range 24 East, Lake County, Florida, Less and Except Right of Way for SE 36th Blvd.

Parcel L:

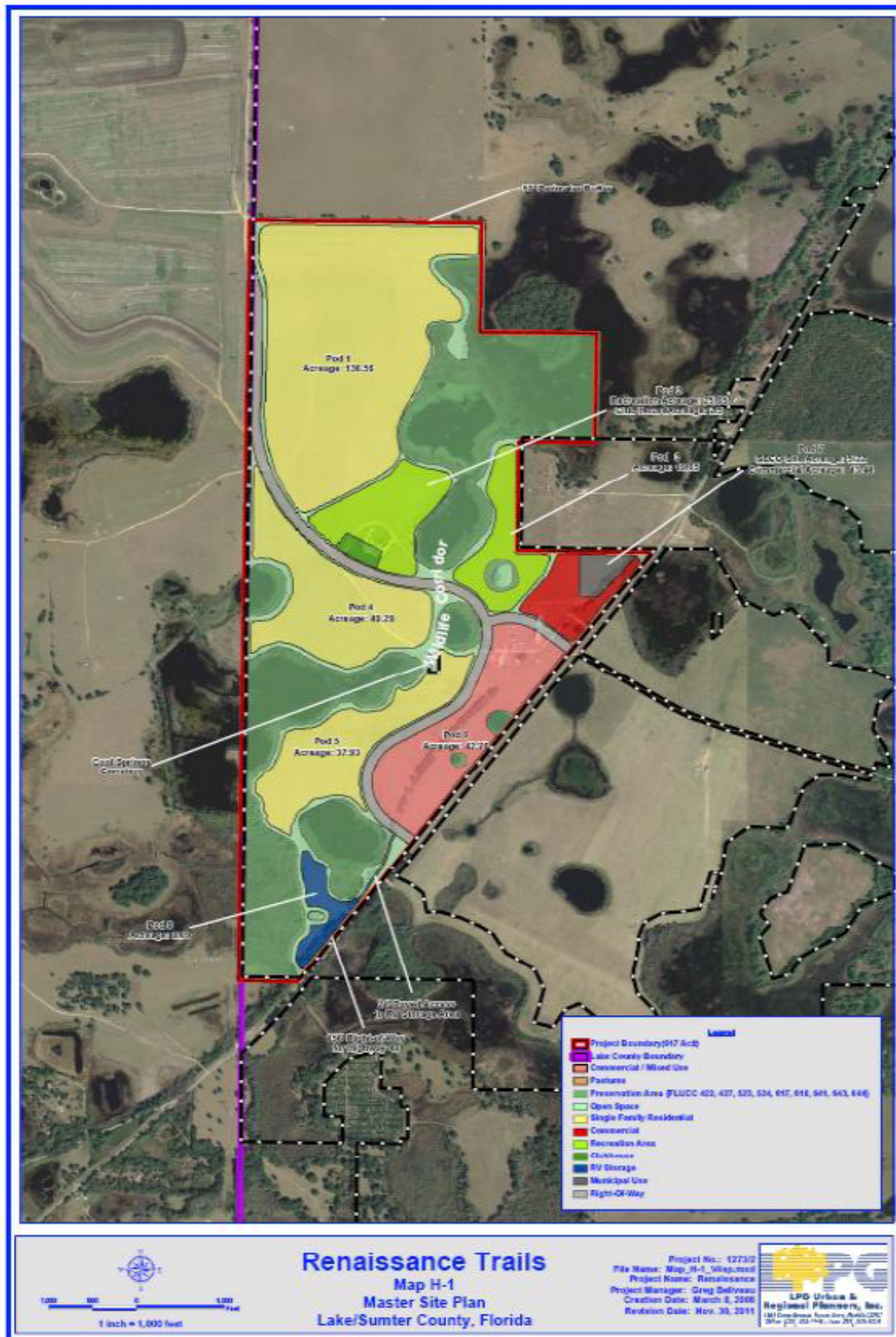
Any part of the following described property lying within Section 6, Township 21 South, Range 24 East: The abandoned 120 feet wide segment of the Seaboard Cost Line Railroad Company's former track, i.e. 60 feet wide on each side of the center line of the SCLRR'S Former track located at the beginning at the west line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 7, and extending Northeastwardly approximately 5,603 feet to the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, All in Township 21 South, Range 24 East, Lake County, Florida.

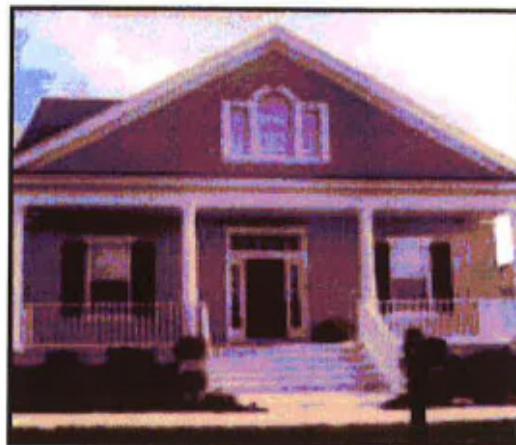
Less and Except the Following:

A portion of the NE $\frac{1}{4}$ of Section 6, Township 21 South, Range 24 East, Lake County, Florida, being more particularly described as follows:

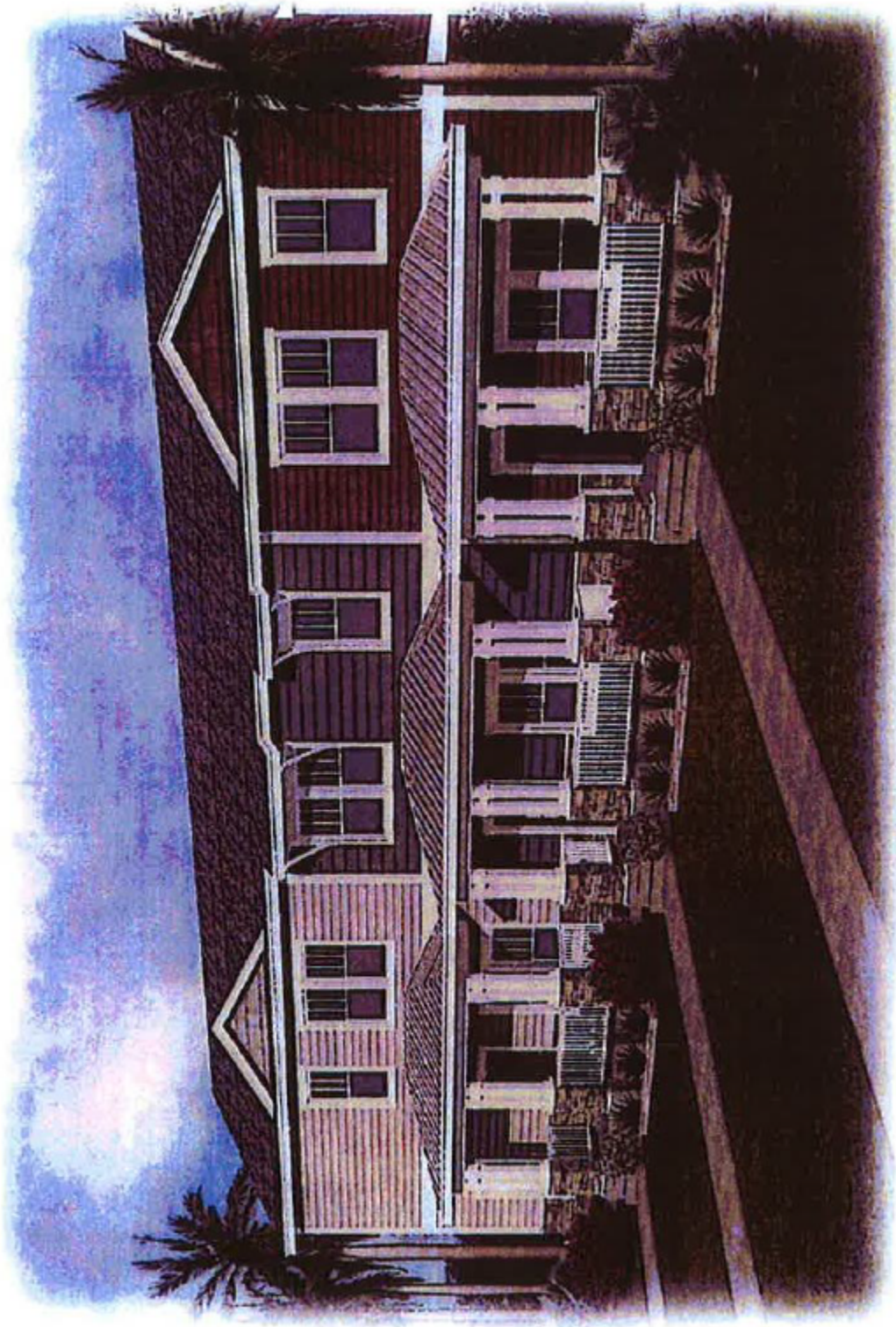
Commencing at the NE Corner of the NE $\frac{1}{4}$ of Section 6, Township 21 South, Range 24 East, Lake County, Florida; Thence North 89°39'14" West along the North boundary of said NE $\frac{1}{4}$, a distance of 871.65 feet to the Point of Beginning; Thence continue along said North boundary North 89°39'14" West 679.48 feet; Thence departing said North boundary South 00°20'46" West 518.13 feet; Thence South 89°39'14: East 217.49 feet; Thence North 42°04'03" East 694.18 feet to the Point of Beginning.

EXHIBIT C









**CITY OF LEESBURG PLANNING & ZONING DIVISION
STAFF SUMMARY**

DATE: August 14, 2015
OWNER: Shawn Riordan, Duval Farms, LLC
PETITIONER: Greg Beliveau
PROJECT: Renaissance Trails PUD
REQUEST: Planned Developments Zoning
CASE NO.: RZ-15-67

GENERAL LOCATION: The property is generally located on the west side of CR 48 at the western terminus of Austin Merritt Road

FUTURE LAND USE DESIGNATION: Neighborhood Mixed Use

SURROUNDING FUTURE LAND USE DESIGNATION:

North -	Conservation and SP Mixed Use
South -	Neighborhood Mixed Use
East -	Conservation and Neighborhood Mixed Use
West -	Sumter County

PROPOSED FUTURE LAND USE DESIGNATION: Neighborhood Mixed Use (no change requested)

EXISTING ZONING DESIGNATION: PUD (Planned Unit Development)

SURROUNDING ZONING DESIGNATIONS:

North -	PUD (Planned Unit Development)
South -	PUD (Planned Unit Development)
East -	PUD (Planned Unit Development)
West -	Sumter County

PROPOSED ZONING DESIGNATION: PUD (Planned Unit Development)

EXISTING LAND USE: Undeveloped

SURROUNDING LAND USE:

North -	Undeveloped and single family
South -	Undeveloped and single family
East -	Undeveloped and single family
West -	Undeveloped and single family

APPLICANT REQUESTS: The owner is requesting a 48 month extension to the existing PUD (Planned Unit Development)

**CITY OF LEESBURG PLANNING & ZONING DIVISION
DEPARTMENTAL REVIEW SUMMARY**

DATE: August 19, 2015
OWNER: Shawn Riordan, Duval Farms, LLC
PETITIONER: Greg Beliveau
PROJECT: Renaissance Trails PUD
REQUEST: Planned Developments Zoning
CASE NO.: RZ-15-67

THE FOLLOWING COMMENTS RECEIVED FROM EACH DEPARTMENT:

POLICE

No comments received as of 08/19/15

FIRE

“Nothing from Fire.” – David Johnson – 08/06/15

ELECTRIC

“This project is not in the Electric Department’s service area.” – Zandy Ogilvie – 08/06/15.

WATER DISTRIBUTION

“Approved.” – Gary Hunnewell – 07/03/15.

WATER BACKFLOW

“Water Backflow approved.” – Helga Bundy – 08/07/15.

STORMWATER

“Stormwater has no issues.” – Robert Beard – 08/10/15

WASTEWATER

“Wastewater has no issues.” – Robert Beard – 08/10/15

GAS

Approved – By the City of Leesburg Gas Dept per – Kim Keenan – Gas Distribution Coordinator
08/05/2015

GIS

No comments received as of 08/19/15

BUILDING

No comments received as of 08/19/15

ENGINEERING/PUBLIC WORKS/SURVEY

No comments received as of 08/19/15.

ADDRESSING

No comments received as of 08/19/15

ECONOMIC DEVELOPMENT

No comments received as of 08/19/15

PUBLIC RESPONSES

Approval

Roxanne Mastrantonio – Sumter Electric, PO Box 301, Sumterville, FL 33585 – 352-569-9631 –
roxanne.mastrantonio@secoenergy.com

Disapproval

No comments received as of 08/19/15



CITY OF LEESBURG PLANNING & ZONING DIVISION RECOMMENDATIONS

OWNER: Duval Farms, LLC-Shawn Riordan
PROJECT: Renaissance Trails
REQUEST: PUD Rezoning (Extension of PUD phasing by 48 months)
CASE NO.: RZ 15-67 (Previous City of Leesburg Ordinance 12-19)
MEETING DATE: August 20, 2015

THE PLANNING & ZONING DIVISION RECOMMENDS:

APPROVAL of the request

for the following reason(s):

1. The proposed request to amend the existing phasing requirements of the current PUD (Planned Unit Development) zoning by extending the phasing requirements for forty-eight (48) months is compatible with adjacent property zoned PUD (Planned Unit Development) to the north, south, and east, with property to the east zoned County A (Agricultural) and with property to the west in Sumter County.
2. The proposed request is compatible with the existing future land use designation of Neighborhood Mixed Use, and is compatible with the adjacent property to the north with a future land use designation of SP Mixed Use and Conservation. It is also consistent with adjacent property with a future land use designation of County Rural to the west, and with property to the west in Sumter County.
3. The proposed request is consistent with the City's Growth Management Plan, Future Land Use Element, Goal I, Objective 1.6.

Action Requested:

1. Vote to approve the recommendation to amend the existing phasing requirements of the current PUD (Planned Unit Development) zoning by extending the phasing requirements of Ordinance 12-19, Section H.2, for forty-eight (48) months, for the subject property with the PUD (Planned Unit Development) Conditions attached as Exhibit A hereto, dated August 20, 2015 and forward to the City Commission for consideration.

**RENAISSANCE TRAILS
PLANNED UNIT DEVELOPMENT/CONTEMPORARY OVERLAY DISTRICT
CONDITIONS
August 20, 2015
(previous January 19, 2012 and June 8, 2006)**

These Planned Unit Development/Contemporary Design Overlay Conditions for PUD/CDO (Planned Unit Development/Contemporary Design Overlay) Districts are granted by the City of Leesburg Planning Commission, Lake County, Florida to Duval Farms, LLC, (Shawn Riordan Renaissance Trails) "Permittee" for the purposes and subject to the terms and conditions as set forth herein pursuant to authority contained in Chapter 25 "Zoning", Section 25-278 "Planned Unit Development " and Section 25-282 Overlay Districts (d) CDO Contemporary Design Overlay of the City of Leesburg Land Development Code, as amended.

BACKGROUND: The "Permittee" is desirous of obtaining a Planned Unit Development (PUD) with a Contemporary Design Overlay (CDO) zoning district to allow construction of a proposed mixed use development comprised of residential, commercial and public uses consisting of a maximum of 1,950 residential units on approximately 650 acres with a commercial village center of approximately 315,000 sq. ft. on approximately 37 acres, subject to approval by FDEO of a Development of Regional Impact, on a site within the City of Leesburg located at the intersection of C.R. 48 and Austin Merritt Road, in accordance with their PUD application and supplemental information.

1. **PERMISSION** is hereby granted to Duval Farms, LLC, (Shawn Riordan Renaissance Trails) to construct, operate, and maintain a Planned Unit Development with a Contemporary Design Overlay in and on real property in the City of Leesburg. The property is more particularly described as follows:

LEGAL DESCRIPTION:

See attached legal Exhibit B.

2. **LAND USE**

The above-described property, containing approximately 650 acres, shall be used for mixed use residential, commercial and public uses development, pursuant to City of Leesburg development codes and standards and the Conceptual Development Plan Exhibit C. as follows:

- A. Residential Development

1. The project shall contain a maximum of 1,950 residential units on approximately 650 acres at a gross density not to exceed 3.0 units per acre.
2. Development standards to be established through future the amendment to these Planned Unit Development (PUD) conditions as conceptual plans are developed for individual phases.

3. Permitted Uses:
 - a. Single-family dwellings (detached or attached);
 - b. Townhome single-family dwellings;
 - c. Multi-family dwellings;
 - d. New urbanism design units with staff approval including rear garages with living units;
 - e. Accessory structures;
 - f. Temporary Sales and Construction Office. The developer shall be allowed to construct a temporary portable sales office on the Property. Such sales office shall be allowed to remain until new home sales operations cease.
 - g. Model homes may be used for sales center during the duration of the project.
 - h. All residential units shall be developed through a subdivision plat except for new urbanism units in conjunction with commercial development.
4. In order to comply with the diversity of housing required by the City's adopted Growth Management Plan, Future Land Use Element, Goal I, and Objective 1.2, projects shall incorporate the following requirements:
 - a. In order to provide a balance of housing types, more than one type of housing shall be provided such as single-family attached and detached dwellings, town houses, multi-family etc. with each having a minimum of ten (10) percent of the total project except where new urbanism design communities are approved by City staff.
 - b. In addition, townhome units and residential units in conjunction with commercial uses shall not be age restricted.
5. Interim Uses: The following uses shall be permitted only as interim uses:
 - a. Agricultural uses such as crops, live stock except swine and accessory agricultural uses such as barns and stock pens. Interim uses shall be permitted until an adjacent phase of the project is developed for residential, commercial, office or community facilities uses.

B. Recreational Development

1. Recreational development provided on the site shall include active and passive uses, as well as enclosed or un-enclosed recreational space, devoted to the joint use of the residents. Such recreation space shall consist of not less than two hundred (200) square feet of space per dwelling unit as allocated on Map H-3. In computing useable recreation space, the following items may be considered at one and twenty-five hundredths (1.25) times the actual area.
 - a. Recreational activities such as play grounds, basket ball, tennis and hand ball courts, etc.
 - b. Developed recreational trails which provide access to the public trail system.
 - c. Swimming pool, including the deck area which normally surrounds such pools.
 - d. Indoor recreation rooms provided such rooms are permanently maintained for the use of residents for recreation.
2. Required stormwater areas and buffer areas shall not be considered as recreational space except for areas developed as recreational trails which provide access to the public trail system.

3. The Planned Unit Development shall provide planned accessibility from all areas of the development to any proposed recreational facilities including pedestrian/trail access where possible.
 4. If a connection to the proposed City trail system is required, the development shall provide a public rail to trails access/connection along the boulevard type roads through the development with a minimum of a twenty-five (25) foot wide trail within the required buffer area. Construction of any required trail will be the developer's responsibility and shall be developed per City trail requirements. Some credit may be allowed toward the required recreation areas depending on final determination of overall recreation and trail development plans. Final location and design shall be determined during the preliminary plan/site plan review process.
- C. Limited commercial uses shall be allowed within buildings designated for recreational use and shall be intended for the primary use of project residents. The location and intensity of such uses shall be approved by the City staff as part of the preliminary plan review process. Examples of such uses are sales office, post office, ATM or bank services, coffee shop etc.
- D. The commercial use of a sales office and/or model center shall be a permitted use as long as it is specifically related to the PUD residential development of the site.
- E. Commercial, Office and Community Facilities
1. Town Commercial Center area of approximately thirty-seven (37) acres shall be situated generally at the intersection of C.R. 48 and Austin Merritt Road. Final determination and location of commercial areas shall be approved during future amendment to these Planned Unit Development (PUD) conditions during the conceptual plans approval process.
 2. Allowable uses shall be those uses as described in the C-2 (Community Commercial) Zoning District in the City of Leesburg Land Development Code (as amended).
 3. Development standards to be established through future amendment to these Planned Unit Development (PUD) conditions as conceptual plans are developed for individual phases.
 4. The gross leaseable area for the designated commercial areas shall not exceed sixty-five (65) percent ISR unless residential units are located above the commercial/office areas. With residential units the ISR shall increase to eighty (80) percent.
 5. Maximum building height shall not exceed three stories or 40 feet.
 6. Commercial development areas shall be properly screened from residential areas with a buffer in accordance with the City of Leesburg Land Development Code (as amended). Minimum buffer width shall be 10 feet.
 7. Access to the commercial development areas shall be primarily from internal roadways, not C.R.48.
 8. Recreational vehicle parking shall be restricted through deed restrictions/covenants which shall prohibit parking within the development unless within an enclosed structure or an approved designated area is provided, except for loading and unloading for a 24 hour period. If provided, the area shall be buffered and final location will be determined by staff as part of the Preliminary Subdivision approval process. Final determination of the location and size of such facilities shall be approved by City staff during the preliminary plan review process.

F. Public Use Areas and Impacts

The approximate seven (7) acre Public Use Area, as shown on the Conceptual Development Plan shall be dedicated to the City of Leesburg for public purposes prior to plat approval of any portion of the development or prior to any building permit issuance, whichever occurs first. The final size and location of the Public Use Area shall be determined by the City at the time future amendment to these Planned Unit Development (PUD) conditions during the conceptual plans approval process.

In addition, to maximize the buildable area of the Public Use Area, any environmental, floodplain, and wetlands impacts on the site will be mitigated off site; stormwater retention will be retained and treated off-site within the planned unit development; any transportation impacts associated with the site will be included in the total number of vehicle trips approved for the planned unit development; and the site shall include central potable water and sanitary sewer lines stubbed out to the site, as well as a cleared building area, to facilitate construction in a timely manner.

Although this development is partially age restricted, some lots or units may be occupied by families with school age children, and the development may thus have an impact on public school capacity in the area. Since part of the development is restricted to the population over 55 years of age, the developer has requested that it not be required to dedicate a possible school site within the development. In order to mitigate the impacts the development may have on school capacity, in lieu of dedicating a school site the developer agrees to pay to the City, for each age restricted lot or unit, a voluntary educational impact fee equal to the adopted Lake County School Board School Impact fee in place at the time of issuance of a building permit for each age restricted unit.

G. Open Space and Buffer Areas

1. Wetlands shall have an average upland buffer of 25 feet, minimum of 15 feet, or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. Each wetland shall be placed on a suitable map, signed and sealed by a surveyor registered to practice in Florida and shall be submitted as part of the preliminary plan application
2. Buildings or structures shall be a minimum of 50 feet from any wetland jurisdiction boundary.
3. Wetlands shall have a minimum upland buffer of 25 feet or the upland buffer established by St. Johns River Water Management District and/or U.S. Army Corp of Engineers; whichever is more restrictive. All upland buffers shall be naturally vegetated and upland buffers that are devoid of natural vegetation shall be re-planted with native vegetation or as required by St. Johns River Water Management District and/or U.S. Army Corp of Engineers.
4. Land uses allowed within the upland buffers are limited to hiking trails, horse trails, walkways, passive recreation activities and stormwater facilities as permitted by St. Johns River Water Management District.
5. If wetland alteration is permitted by St. Johns River Water Management District and/or U.S. Army Corp of Engineers, wetland mitigation shall be required in accordance with permit approvals from St. Johns River Water Management District or U.S. Army Corp of Engineers, whichever is more restrictive.

6. A wildlife/archaeological management plan for the project site shall be prepared based on the results of an environmental assessment of the site and any environmental permit required from applicable governmental agencies. The management plan shall be submitted to the City as part of the preliminary plan application. The Permittee shall designate a responsible legal entity that shall implement and maintain the management plan.
7. To the extent practical, wetlands shall be placed in a conservation easement, which shall run in favor of, and be enforceable by, St. Johns River Water Management District or another legal entity such as a homeowners association. The conservation easement shall require that the wetlands be maintained in their natural and unaltered state. Wetlands shall not be included as a part of any platted lot, other than a lot platted as a common area, which shall be dedicated to St. Johns River Water Management District or another legal entity such as a homeowners association for ownership and maintenance.
8. Landscape Buffer areas, identified during the development review process by the Master Plan along CR 48 and in PODs where more intense uses such as commercial, stables etc. abuts residential areas where no roads intersect these areas and provide a physical separation shall be as follows:

For each one hundred (100) linear feet, or fraction thereof, of boundary, the following plants shall be provided in accordance with the planting standards and requirements of the City of Leesburg Code of Ordinances, as amended.

- a. Two (2) canopy trees
- b. Two (2) ornamental trees
- c. Thirty (30) shrubs
- d. The remainder of the buffer area shall be landscaped with grass, groundcover, and/or other landscape treatment.
- e. Existing vegetation in the required buffer shall be protected during construction.

H. Development Phasing

1. The proposed project may be constructed in phases in accordance with the Planned Unit Development Master Plan (attached as part of these conditions). Changes to the Development Plan, other than those conditions described in this agreement, shall be revised in accordance with the Planned Unit Development review process.
2. Implementation of Phase I of the development project shall proceed in good faith within 48 months of approval of this Planned Unit Development. In the event, the conditions of the PUD have not been implemented during the required time period, the PUD shall be scheduled with due notice for reconsideration by the Planning Commission at their next available regular meeting. The Planning Commission will consider whether to extend the PUD approval or rezone the property to RE-1 (Estate Density Residential) or another appropriate zoning classification less intense than the development permitted by these PUD Conditions.

I. Signage

1. All signage will meet City standards as set forth in the Leesburg Land Development Code except for the following conditions:
 - a. A maximum of two (2) grounds or wall residential entrance or gate signs may

be located at the main entrance to a single family, multi-family subdivision. In the alternative, one (1) double faced identification sign may be permitted when placed in the median of a private entrance road. The maximum allowable sign surface area per wall or sign shall not exceed one hundred twelve (112) square feet.

- b. Secondary entranceways shall be restricted to one (1) ground sign, not to exceed thirty (30) square feet in area and a vertical dimension of five (5) feet.
- c. Height-signs shall be a maximum of eight (8) feet and be measured from the finished grade level or crown of road to the top of the sign face, provided if the sign is integrated into a fence, wall or column.

3. STORMWATER MANAGEMENT / UTILITIES

Prior to receiving final development approval, the Permittee shall submit a stormwater management plan and utility plan acceptable to the City of Leesburg. Water, wastewater and natural gas services will be provided by the City of Leesburg. Prior to any clearing, grubbing, or disturbance of natural vegetation in any phase of the development, the Permittee shall provide:

- A. A detailed site plan that demonstrates no direct discharge of stormwater runoff generated by the development into any wetlands or onto adjacent properties.
- B. A stormwater management system designed and implemented to meet all applicable St. Johns River Water Management District and City of Leesburg requirements.
- C. A responsible legal entity for the maintenance of the stormwater management system on the plat prior to the approval of the final plat of record. A homeowners association is an acceptable maintenance entity.
- D. The 100-year flood plain shown on all plans and lots.
- E. The appropriate documentation that any flood hazard boundary has been amended in accordance with Federal Emergency Management Agency requirements, if the 100 year flood plain is altered and /or a new 100 year flood elevation is established in reference to the applicable flood insurance rate map.
- F. A copy of the Management and Storage of Surface Waters permit obtained from St. Johns River Water Management District.
- G. A detailed site plan that indicates all the provisions for electric, water, sewer, and/or natural gas in accordance with the City of Leesburg Land Development Codes.
- H. Developer shall bear all responsibility, financial and otherwise, for the construction and installation of utility infrastructure and other improvements related to the use and development of the property including such off site improvements required by the City, all of which shall be constructed to the applicable specifications imposed by the ordinances and regulations of the City in effect at the time of construction. If offsite utility infrastructure systems are upsized at the request of the City of Leesburg to accommodate other existing or future developments in the area, the Developer will be entitled to an applicable reimbursement method, such as cost-sharing, impact fee credits, pioneering agreements, etc., as appropriate provided by a separate utility agreement.
- I. Developer shall be responsible for the installation of a natural gas water heater and natural gas furnace in eighty percent (80%) of all homes in the development.
- J. A two (2) acre well site with the potential for two potable wells shall be dedicated to the City of Leesburg for public purposes prior to plat approval of any portion of the development or prior to any building permit issuance, whichever occurs first. The final size and location of the well site shall be determined by the City at the time of the future amendment to these Planned Unit Development (PUD) conditions during the conceptual plans approval process.

4. **TRANSPORTATION IMPROVEMENTS**

- A. All transportation improvements shall be based on a current traffic analysis and shall be contingent upon Preliminary Subdivision Plan approval by City staff during the development review and permitting process.
- B. Vehicular access to the project site shall generally be provided as shown on the Conceptual Phasing Plan through a minimum of two four lane divided boulevard type roads. Actual locations and design of the boulevards and roads shall be approved during future amendment to these Planned Unit Development (PUD) conditions during the conceptual plans approval process. Other potential accesses to adjacent properties will be reviewed during the development review process.
- C. The Permittee shall provide all necessary improvements/signalization within and adjacent to the development as required by Lake County and City of Leesburg.
- D. All roads within the development shall be designed and constructed by the developer to meet the City of Leesburg requirements including but not limited to Miami curbs.
- E. Sidewalks shall be provided on one side of the local internal roads except for boulevards which shall require provide sidewalks on both sides and shall provide cross connections to all recreation and residential areas. Internal road rights-of-ways shall be of sufficient width to contain the sidewalks. All sidewalks shall be constructed in accordance with City of Leesburg Codes.
- F. The Permittee shall be responsible for obtaining all necessary Lake County permits and a copy of all permits shall be provided to the City of Leesburg prior to preliminary plan approval.
- G. The City of Leesburg will not be responsible for the maintenance or repair of any of the roads or transportation improvements. The Permittee shall establish an appropriate legal entity that will be responsible to pay the cost and perform the services to maintain the roads and transportation improvements.
- H. Should the Permittee desire to dedicate the proposed project's internal road system to the City of Leesburg; the City, at its discretion, may accept or not accept the road system. Prior to acceptance, the Permittee shall demonstrate to the City the road system is in suitable condition and meets City of Leesburg requirements. As a condition of accepting the roadway system the City may create a special taxing district or make other lawful provisions to assess the cost of maintenance of the system to the residents of the project, and may require bonds or other financial assurance of maintenance for some period of time.
- I. A traffic/transportation study shall be submitted prior to site plan approval for review and determination of any necessary access improvements, including any off site improvements required by FDOT, Lake County, the MPO or the City of Leesburg. Said improvements will be the responsibility of the Permittee.
- J. At such time that traffic signals are warranted at the proposed project entrance(s), the Permittee shall pay their pro-rata share of the cost of the signal(s) as determined by City staff.

5. **DESIGN REQUIREMENTS**

Design requirements shall meet the standards as per Sec. 25-395. Contemporary design district overlay (CDO) general district standards. Designs to meet general standards provided below and will be reviewed during the development review and permitting process.

- A. Residential Development
 - 1. Contemporary design district overlay (CDO) standards require that all detached

residential development on lots that are less than fifty (50) feet in width shall be served by rear alleys. Each alley shall connect with streets at both ends.

2. Building Design

a. Detached single-family homes shall have garages located with the following provisions.

- 1) Front access garages must be set back a minimum of five (5) feet from the attached primary structure or the front building line.
- 2) Rear garages must be setback a minimum of twenty (20) feet from an alley or rear access drive.
- 3) Side entrance garages may be in line with or off set from the primary structures front setback provided the garage has front facade windows.
- 4) Homes with covered front entrees and/or porches of a minimum fifty (50) square feet may have front access garages setback in line with the porch or five (5) feet forward of the porch.

b. The distance between any principal building and accessory building shall be a minimum of ten (10) feet.

c. Alternative new urbanism design and rear alley access units shall have the following:

- 1) Ten (10) foot front setback.
- 2) Traditional/Cracker style front elevations (See attached Examples Urban-Style, Traditional Design).
- 3) Covered front porches of at least forty percent of the length of the front elevation at a minimum depth of four (4) feet.

3. Additional Design Features

a. All buildings shall utilize at least three of the following design features to provide visual relief along all elevations of the building:

- 1) Dormers
- 2) Gables
- 3) Recessed entries
- 4) Covered porch entries
- 5) Cupolas
- 6) Pillars or posts
- 7) Bay window (minimum 12 inch projections)
- 8) Eaves (minimum 6-inch projections)
- 9) Repetitive windows with minimum 4-inch trim.

B. Commercial Village Center Design

1. Building frontages shall occupy no less than 75% of the street facing entrance.
2. Height. The maximum building height may be increased by 10 feet as an incentive for vertical mixed use buildings, except where adjacent to single-story residential uses.
3. Public Entrance. Buildings that are open to the public shall have an entrance for pedestrians from the street to the building interior. This entrance shall be designed to be attractive and functionally be a distinctive and prominent element of the architectural design, and shall be open to the public during business hours. Buildings shall incorporate lighting and changes in mass, surface or finish to give emphasis to the entrances.
4. Building Façade. No more than 20 feet of horizontal distance of wall shall be provided without architectural relief for building walls and frontage walls facing the

street. Buildings shall provide a foundation or base, typically from ground to bottom of the lower windowsills, with changes in volume or material. A clear visual division shall be maintained between the ground level floor and upper floors. The top of any building shall contain a distinctive finish consisting of a cornice or other architectural termination as described below.

5. Storefront character. Commercial and mixed-use buildings shall express a “storefront character” with the new urbanism design elements complimenting Phase V. This guideline is met by providing all of the following architectural features along the building frontage as applicable.
 - a. Corner building entrances on corner lots.
 - b. Regularly spaced and similar-shaped windows with window hoods or trim (all building stories).
 - c. Large display windows on the ground floor. All street-facing, park-facing and plaza-facing structures shall have windows covering a minimum of 40% and a maximum 80% of the ground floor of each storefront’s linear frontage. Blank walls shall not occupy over 50% of a street-facing frontage and shall not exceed 20 linear feet without being interrupted by a window or entry. Mirrored glass, obscured glass and glass block cannot be used in meeting this requirement. Display windows may be used to meet this requirement, but must be transparent and shall not be painted or obscured by opaque panels.
 6. Orientation. The primary building entrances shall be visible and directly accessible from a public street. Building massing such as tower elements shall be used to call-out the location of building entries.
- C. Exterior building materials contribute significantly to the visual impact of a building on the community. They shall be well designed and integrated into a comprehensive design style for the project. The total exterior wall area of each building elevation shall be composed of one of the following:
1. At least thirty-five percent (35%) full-width brick or stone (not including window and door areas and related trim areas), with the balance being any type of lap siding and/or stucco.
 2. At least thirty percent (30%) full-width brick or stone, with the balance being stucco and/or a “cementitious” lap siding. (A “cementitious” lap siding product is defined as a manufactured strip siding composed of cement-based materials rather than wood fiber-based or plastic-based materials. For example, Masonite or vinyl lap siding would not be allowed under this option.).
 3. All textured stucco, provided there are unique design features such as recessed garages, tile or metal roofs, arched windows etc. in the elevations of the buildings or the buildings are all brick stucco. Unique design features shall be reviewed by the Community Development Director for compliance.
- D. Other similar design variations meeting the intent of this section may be approved by the Community Development Director.

6. **MISCELLANEOUS CONDITIONS**

- A. The uses of the proposed project shall only be those uses identified in the approved Planned Unit Development Conditions. Any other proposed use must be specifically

authorized by the Planning Commission in accordance with the Planned Unit Development amendment process.

- B. No person, firm or corporation shall erect, construct, enlarge, alter, repair, remove, improve, move, convert, or demolish any building structure, or alter the land in any manner without first submitting the necessary plans and obtaining appropriate approvals in accordance with the City of Leesburg Codes.
- C. Construction and operation of the proposed use(s) shall at all times comply with City and other governmental agencies rules and regulations.
- D. The transfer of ownership or lease of any or all of the property described in this PUD Agreement shall include in the transfer or lease agreement, a provision that the purchaser or lessee is made good and aware of the conditions pertaining to the Planned Unit Development established and agrees to be bound by these conditions. The purchaser or lessee may request a change from the existing plans and conditions by following the procedures as described in the City of Leesburg Land Development Code, as amended.
- E. These PUD Conditions shall inure to the benefit of, and shall constitute a covenant running with the land and the terms, conditions, and provisions hereof, and shall be binding upon the present owner and any successor, and shall be subject to each and every condition herein set out.

7. **CONCURRENCY**

As submitted, the proposed zoning change does not appear to result in demands on public facilities which would exceed the current capacity of some public facilities, such as, but not limited to roads, sewage, water supply, drainage, solid waste, parks and recreation, schools and emergency medical facilities. However, no final development order (site plan and building permits) shall be granted for a proposed development until there is a finding that all public facilities and services required for the development have sufficient capacity at or above the adopted level of service (LOS) to accommodate the impacts of the development, or that improvements necessary to bring facilities up to their adopted LOS will be in place concurrent with the impacts of the development.

A. Utilities

1. Projected Capacities

- a. The City's utility planning efforts draw upon phasing, capacity and service requirements, based upon information provided by the applicant. The City develops its plans consistent with sound engineering principles, prudent fiscal practices and due regard for regulatory compliance.
- b. If future development on this site is cause for off-site improvements for water and wastewater, the developer will bear the cost of design, permitting and construction of any such improvements. The developer shall receive no impact fee credits for any such required off-site improvements. The developer and the City may enter into a pioneering agreement with the developer, if appropriate.
- c. The City's Consumptive Use Permit provides for anticipated demands due to this and other potential development

B. Commitment of Capacity

There are no previous commitments of any existing or planned excess capacity.

C. Ability to Provide Services

1. The City intends to provide water, wastewater and reclaimed water services within its service area for the foreseeable future.
2. The City updates its Ten-Year Capital Improvement Plan (CIP) as part of our annual budgetary process. Included within the CIP are water, wastewater, and reclaimed water improvements necessary to provide service to proposed development.
3. The City has completed an impact fee study, based in part on the CIP in order to assure adequate and appropriate funding for required improvements.

LEGAL DESCRIPTION

EXHIBIT B.

LEGAL DESCRIPTION DUVAL FARMS, LLC

Parcel F:

SW $\frac{1}{4}$ of NE $\frac{1}{4}$ lying N & W of State Road No. 48; W $\frac{1}{2}$ of NW $\frac{1}{4}$; SW $\frac{1}{4}$ lying N & W of State Road No. 48; All SE $\frac{1}{4}$ of NW $\frac{1}{4}$, Less the North 220 feet of the West 110 feet of the East 563 feet; All being in Section 6, Township 24 South, Range 24 East, Lake County, Florida.

Parcel G:

All that part of the following Tracts of Land Lying West of the Right of Way of State Highway 48, To-Wit:

NE $\frac{1}{4}$ of NE $\frac{1}{4}$ and East 495 feet of NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Section 6, Township 21 South, Range 24 East.

West 825 feet of the Northwest Quarter (NW $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) and the Northeast Quarter (NE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 6, Township 21 South, Range 24 East.

Less and Except from the above parcels Railroad Right of Way.

Parcel H:

Those certain strips of parcels of land situate, lying and being in the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6, Township 21 South, Range 24 East, County of Lake, State of Florida, and described as follows, to Wit:

That certain segment of Grantor's 120 wide Right of Way, I.E., 60 feet wide on each side of the Center Line of Grantor's main track, as formerly located; said segment of Right of Way beginning at the North line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6 and extending Southwestwardly a mean distance of approximately 915 feet to the West line of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6; Also:

That certain segment of Grantor's 60-foot wide Right of Way, i.e. 30 feet on each side of the Center line of Grantor's main track, as formerly located; said segment of Right of Way beginning at the East line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and extending Southwestwardly a mean distance of approximately 980 feet to the South line of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 6;

Less and Except from all the above right of way for Austin-Merritt Road conveyed to Lake County in Official Records Book 526, Page 405, Public Records of Lake County, Florida, and Right of Way for Austin-Merritt Road as occupied.

Parcel J:

The South $\frac{3}{4}$ of the West $\frac{1}{2}$; The Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$; and the West 462 feet of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 31, Township 20 South, Range 24 East, Lake County, Florida, Less and Except Right of Way for SE 36th Blvd.

Parcel L:

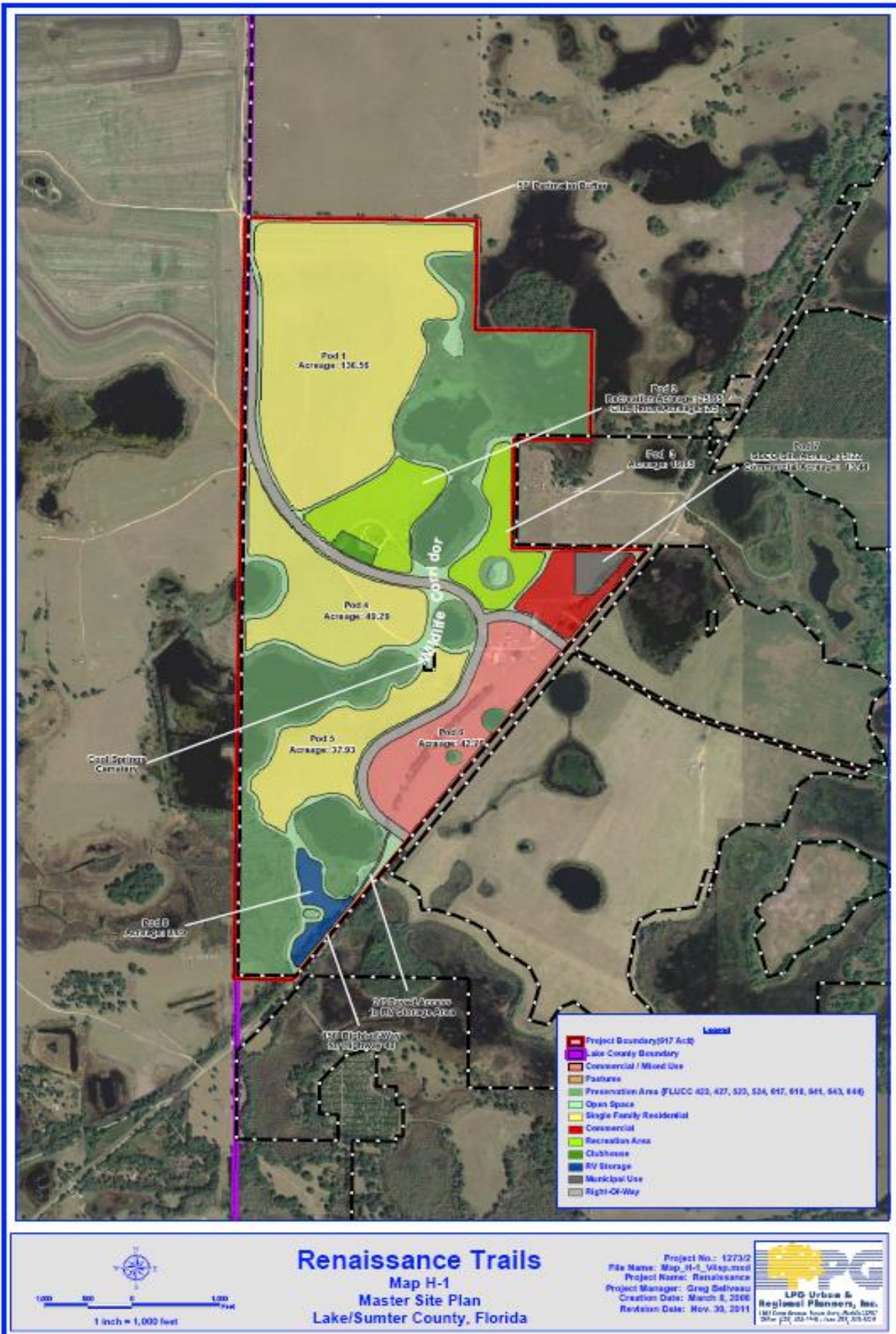
Any part of the following described property lying within Section 6, Township 21 South, Range 24 East: The abandoned 120 feet wide segment of the Seaboard Cost Line Railroad Company's former track, i.e. 60 feet wide on each side of the center line of the SCLRR'S Former track located at the beginning at the west line of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 7, and extending Northeastwardly approximately 5,603 feet to the North line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, All in Township 21 South, Range 24 East, Lake County, Florida.

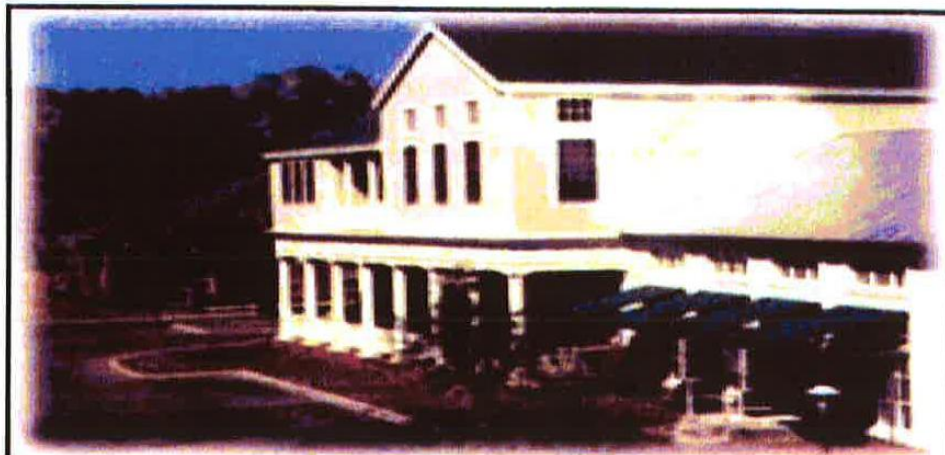
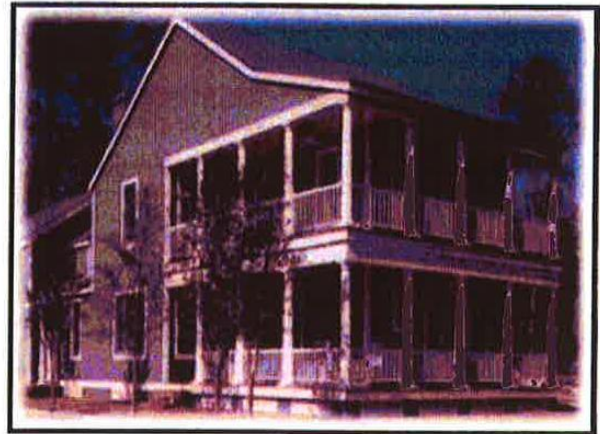
Less and Except the Following:

A portion of the NE $\frac{1}{4}$ of Section 6, Township 21 South, Range 24 East, Lake County, Florida, being more particularly described as follows:

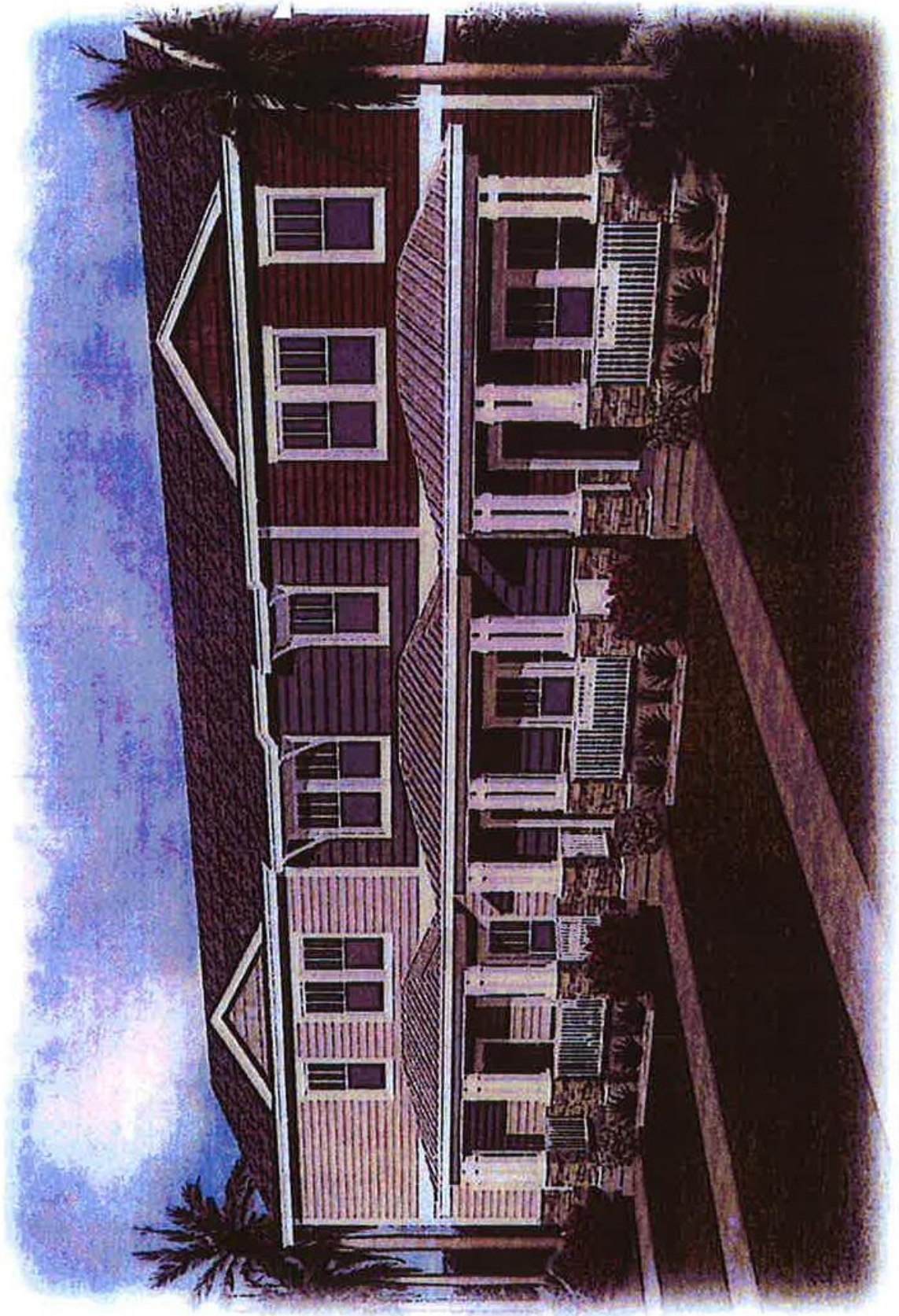
Commencing at the NE Corner of the NE $\frac{1}{4}$ of Section 6, Township 21 South, Range 24 East, Lake County, Florida; Thence North 89°39'14" West along the North boundary of said NE $\frac{3}{4}$, a distance of 871.65 feet to the Point of Beginning; Thence continue along said North boundary North 89°39'14" West 679.48 feet; Thence departing said North boundary South 00°20'46" West 518.13 feet; Thence South 89°39'14: East 217.49 feet; Thence North 42°04'03" East 694.18 feet to the Point of Beginning.

EXHIBIT C

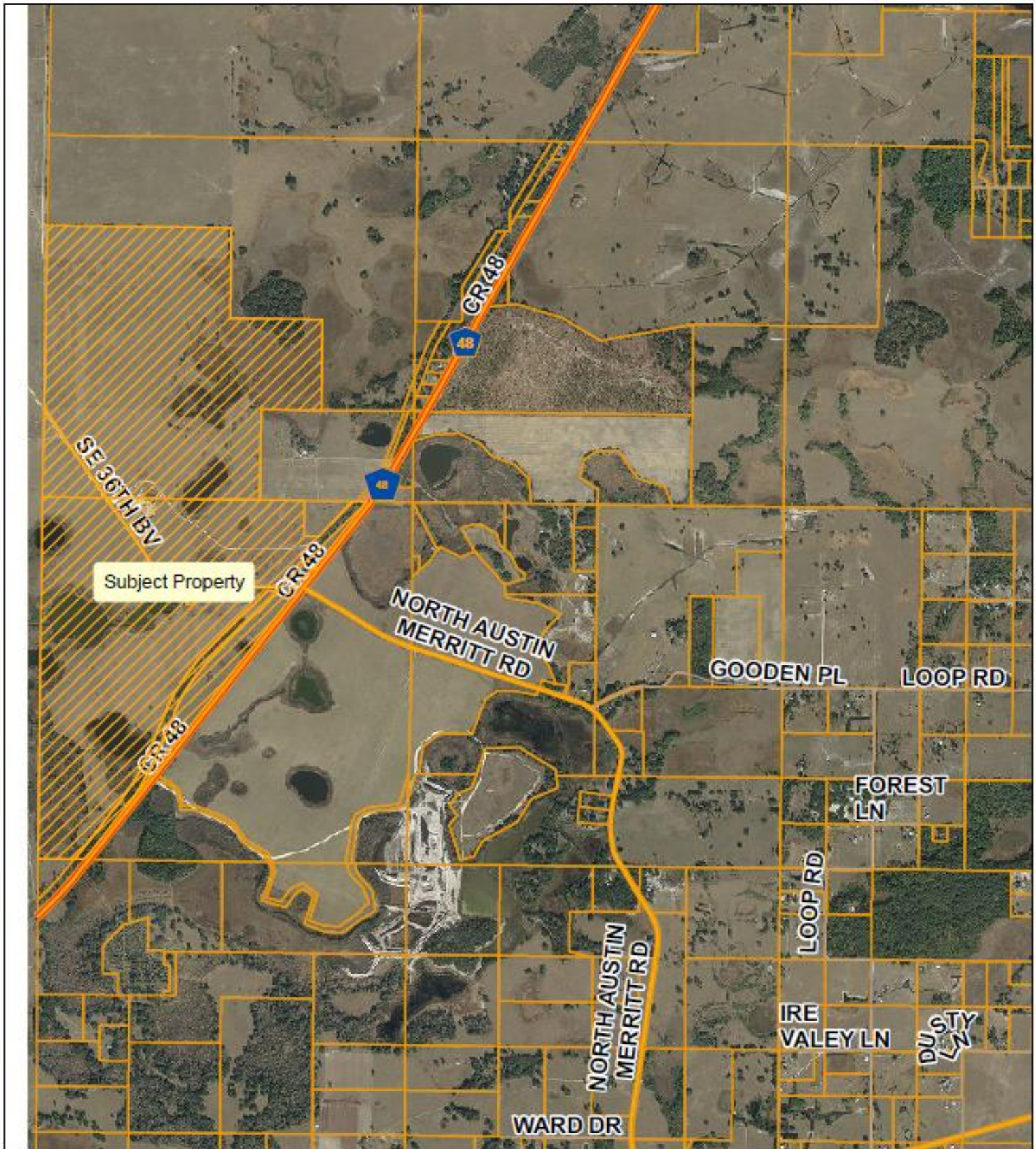




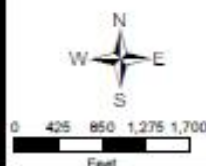




Aerial

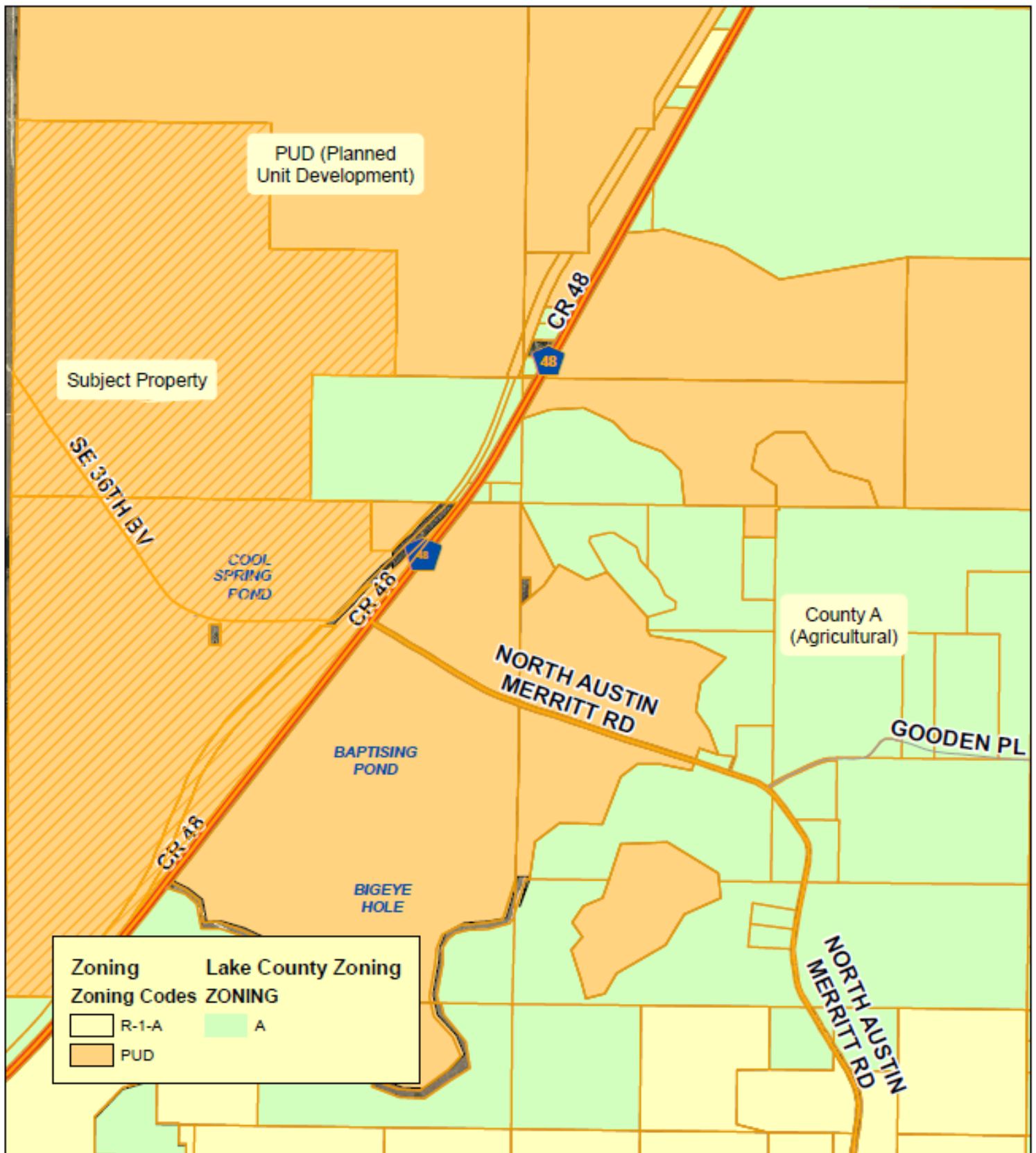


**Planning
& Zoning
Division**

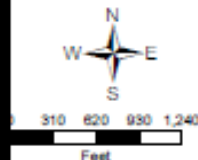


RZ 15-67
Ordinance 12-19 Renaissance Trails
PUD Phasing Extension
Alternate Keys 1775477, 2540249 and 1775248
Leesburg, Florida

Zoning

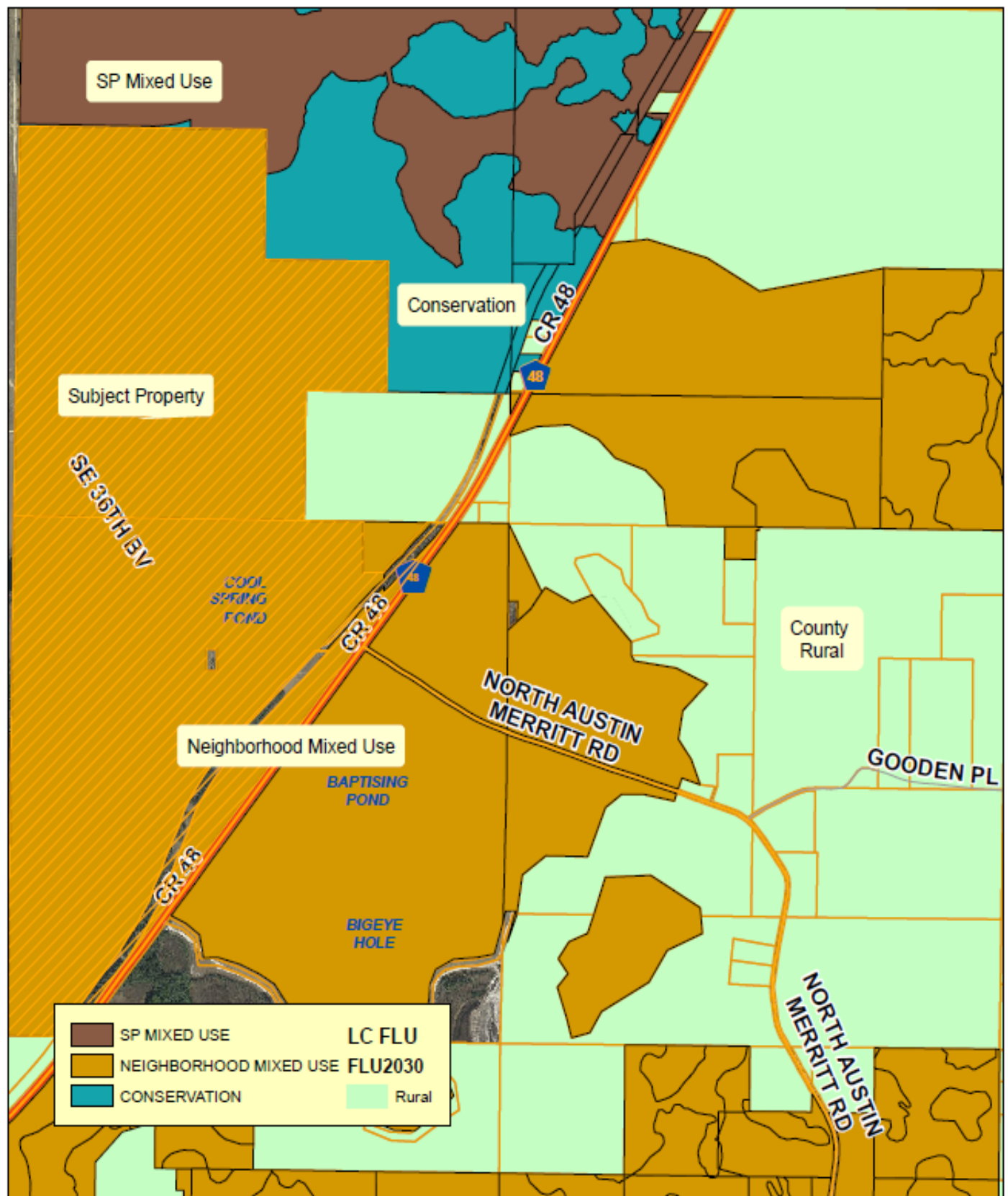


**Planning
& Zoning
Division**

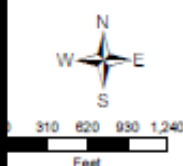


RZ 15-67
Renaissance Trails PUD
AKs 1775477, 2540249, 1775248

Future Land Use



Planning
& Zoning
Division

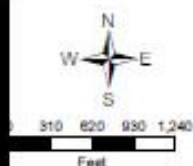


RZ 15-67
Renaissance Trails PUD
AKs 1775477, 2540249, 1775248

Surrounding Land Uses

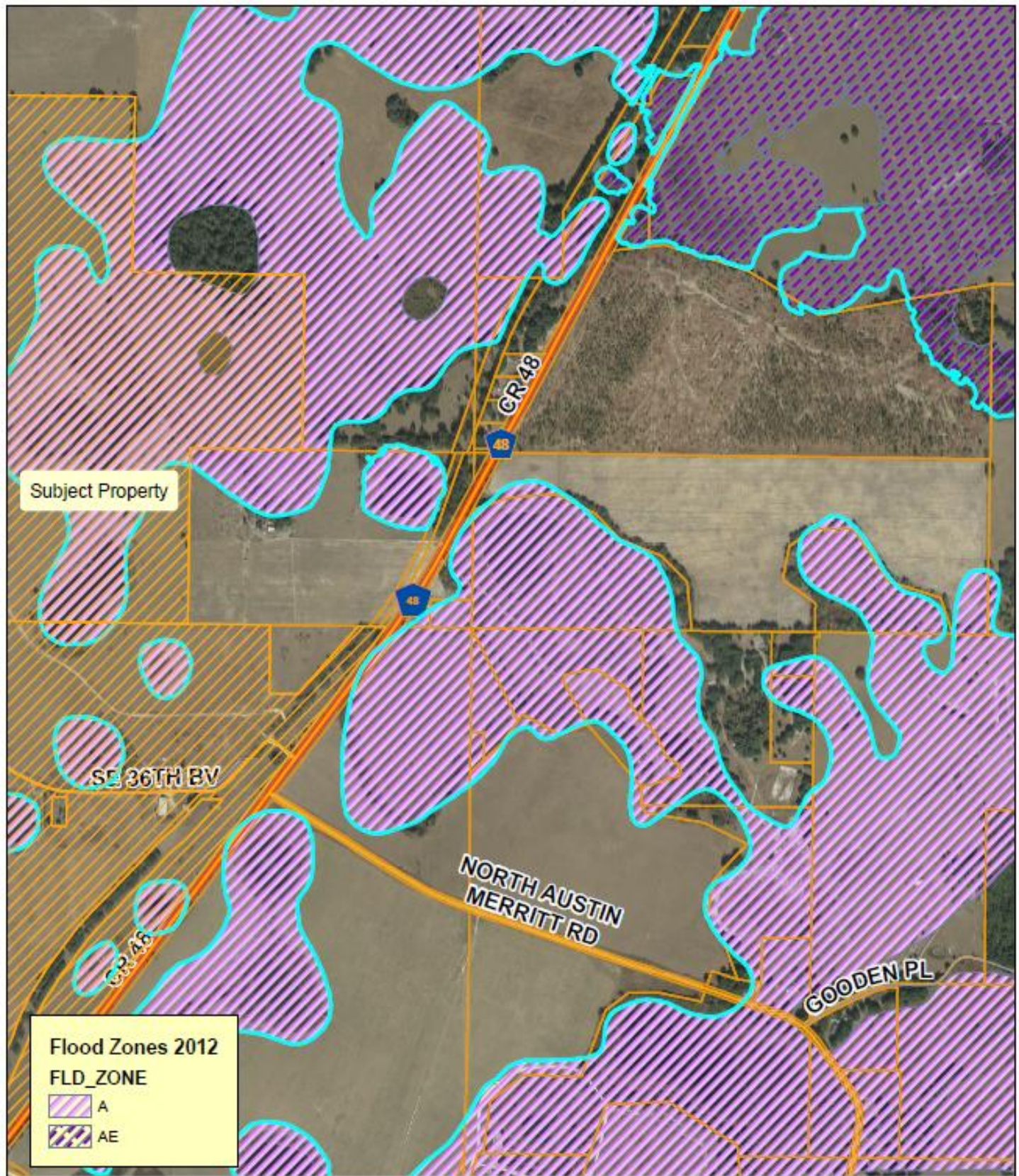


Planning
& Zoning
Division

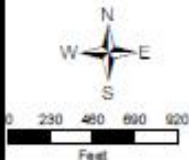


RZ 15-67
Renaissance Trails PUD
AKs 1775477, 2540249, 1775248

Flood Zones

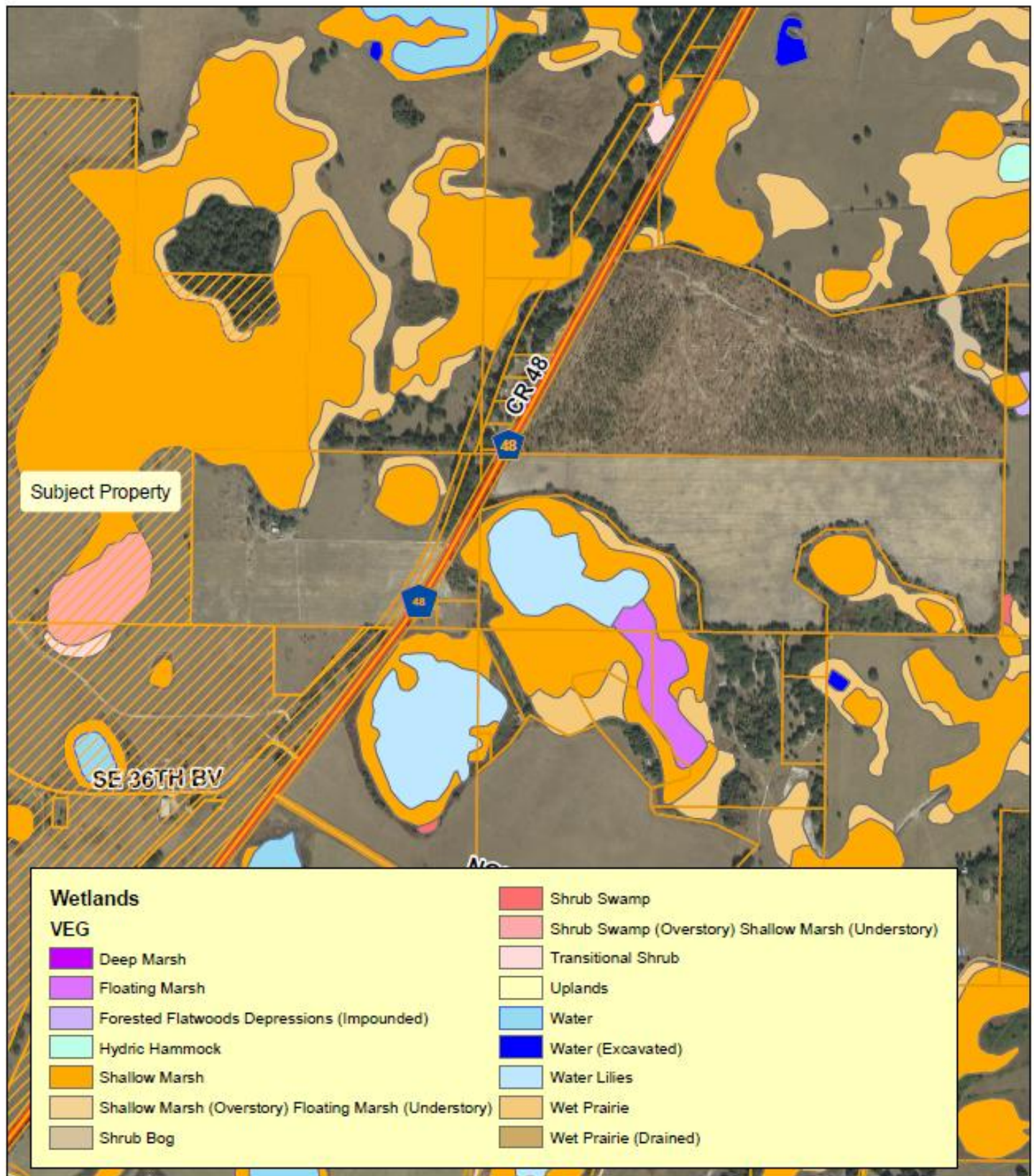


Planning
& Zoning
Division

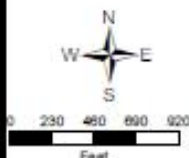


RZ-15-67
Renaissance Trails PUD
AK#s 1775477, 2540249, and 1775248
Leesburg, FL

Wetlands



**Planning
& Zoning
Division**



RZ-15-67
Renaissance Trails PUD
AK#s 1775477, 2540249, and 1775248
Leesburg, FL



Subject property along CR48



View of CR 48 looking southwest
subject property on right



View along CR48 looking northeast



Intersection of CR 48 and Austin Merritt Road



AGENDA MEMORANDUM

Item No: 5B.

Meeting Date: October 12, 2015

From: DC Maudlin, Public Works Director

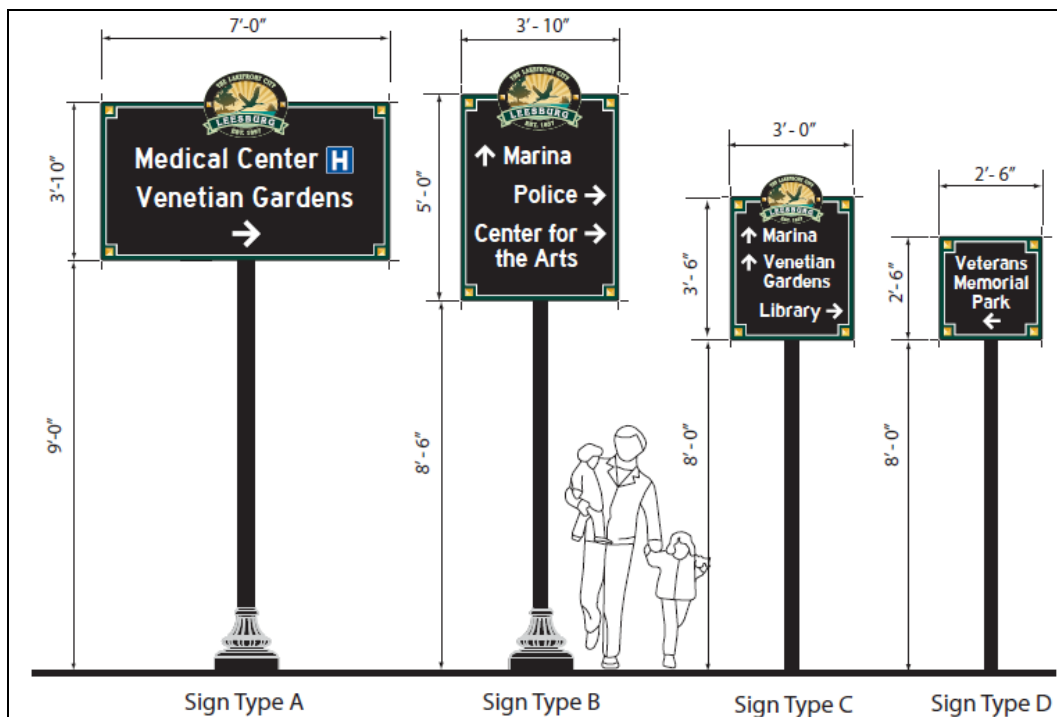
Subject: Resolution authorizing an agreement for way finding signage fabrication and installation services.

Staff Recommendation:

Staff recommends award of the bid and approval of the resolution authorizing execution of the agreement with International C&C Corporation for way finding signage fabrication and installation services in the amount of \$39,941.21. The resolution also requests an additional \$5,000.00 for additional signage not included in the bid document.

Analysis:

This project is to provide material and services for the fabrication and installation of decorative way finding signage and mounting poles on State and County roads. The signs were designed by the City's consultant Shaughnessy Hart & Associates.



The contract calls for the Contractor to fabricate 27 decorative way finding signs and 16 mounting poles. The Contractor will install 15 of the signs. The remainder of the signs will be installed on existing poles by City forces. The Contractor must also provide all engineering and permitting services required to install signs within FDOT right of way.

The attached document shows the signs that are included in the base contract bid. Staff has requested an additional \$5,000.00 for additional signs that may be added but not included in the original design. Signs for locations such as Susan Street Athletic Complex, Leesburg African American Museum, and signs for the downtown parking lots will be added.

Procurement Analysis:

The Procurement Division issued Invitation to Bid (ITB) 150401 on June 22, 2015. Due to conflicts in the engineering design and FDOT requirements the ITB was cancelled prior to bids being received.

Following revision of the engineering design and specification the Procurement Division issued ITB 150491 on August 21, 2015. On September 15, 2015 the City received eight (8) sealed bids as summarized here; the detailed bid tabulation is attached. The Procurement Division verified performance references provided by the most favorably price responsive and responsible bidder, International C&C Corporation. All three past performance reference checks were returned with the reference contact point reporting International's overall performance as excellent.

SUMMARY OF BIDS RECEIVED

Bidder	Local Vendor	Bid Amount	LVP Adjusted Bid
International C&C Corp Largo, FL	NO	\$39,941.21	\$39,941.21
Mid Florida Signs & Graphics Leesburg, FL	YES Tier I – 5%	\$43,988.00	\$41,788.60
Clear Vision signs Tampa, FL	NO	\$46,115.45	\$46,115.45
Stellar Sign & Design Casselberry, FL	NO	\$49,923.42	\$49,923.42
Sign Crafters of FL Leesburg, FL	YES Tier I – 5%	\$52,500.00	\$47,381.25
Traffic Control Products of FL Tampa, FL	NO	\$54,920.37	\$54,920.37
Creative Sign Designs Tampa, FL	NO	\$55,553.00	\$55,553.00
Signstar Tampa, FL	NO	\$55,781.00	\$55,781.00

The City's Local Vendor Preference (LVP) policy was applied but did not result in a change to the bid rankings. The second lowest bidder, Mid Florida Signs, qualifies for the LVP Tier 1 of 5% however their bid is 9.64% higher than the low bid.

There are no bond requirements on this project.

Options:

1. Approve award of the bid and execution of the agreement with International C&C Corporation; or
2. Such alternative action as the Commission may deem appropriate

Fiscal Impact:

Funds for this project are available in the prior fiscal year 2014-15 and will need to be rolled over to the current fiscal year 2015-16.

Submission Date and Time: 10/7/2015 1:53 PM

Department: <u>Public Works</u> Prepared by: <u>Terry Pollard</u> Attachments: Yes <u>X</u> No <u> </u> Advertised: <u>X</u> Not Required <u> </u> Dates: <u>August 21, 2015</u> Attorney Review : Yes <u> </u> No <u>X</u> <u>Revised 6/10/04</u>	Reviewed by: Dept. Head <u> </u> Finance Dept. <u> </u> Deputy C.M. <u> </u> Submitted by: City Manager <u> </u>	Account No. <u>001-5194-519-6310</u> Project No. <u>GFAST</u> WF No. <u>0934679/001</u> Req. No. <u>47541</u> Budget <u>\$45,000.00</u> Available <u>\$45,000.00</u>
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RESOLUTION NO. _____

RESOLUTION OF THE CITY COMMISSION OF CITY OF
LEESBURG, FLORIDA AUTHORIZING THE MAYOR AND
CITY CLERK TO EXECUTE AN AGREEMENT WITH
INTERNATIONAL C & C SIGN TO FURNISH AND INSTALL
NEW WAYFINDING SIGNAGE AND AUTHORIZING AN
EXPENDITURE ON THE PROJECT UP TO \$44,941.21; AND
PROVIDING AN EFFECTIVE DATE.

**BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LEESBURG,
FLORIDA:**

THAT the Mayor and City Clerk are hereby authorized to execute an agreement with C&C CORPORATION (aka INTERNATIONAL SIGN COMPANY) whose address is 10831 Canal Street, Largo, Florida, 33777 (email:mvogel@intlsgn.com), way finding signage fabrication and installation services pursuant to invitation to bid 150491.

THAT an additional \$5,000.00 is approved for this project should it be needed for additional signs providing a total approved expenditure of \$44,941.21.

THAT this resolution shall become effective immediately.

PASSED AND ADOPTED by the City Commission of the City of Leesburg, Florida, at a regular meeting held the 12th day of October 2015.

Mayor

ATTEST:

City Clerk

Vendor		International C & C Sign d/b/a Internation Sign	Mid Florida Signs and Graphics	Clear Vision Signs	Stellar Sign and Design	Sign Crafters of FL	Traffic Control Products of FL	Creative Mailbox Designs dba Creative Sign Designs	Signstar
Location		Largo, FL	Leesburg, FL	Tampa, FL	Casselberry, FL	Leesburg, FL	Tampa, FL	Tampa, FL	Tampa, FL
ITEM	ITEM DESCRIPTION	Bid Amount	Bid Amount	Bid Amount	Bid Amount	Bid Amount	Bid Amount	Bid Amount	Bid Amount
1	Way Finding Signage - Fabricate & Install	\$39,941.21	\$43,988.00	\$46,115.45	\$49,923.42	\$52,500.00	\$54,920.37	\$55,553.00	\$55,781.00
Total Bid Amount		\$39,941.21	\$43,988.00	\$46,115.45	\$49,923.42	\$49,875.00	\$54,920.37	\$55,553.00	\$55,781.00
Local Vendor Preference Applied		0%	5%	0%	0%	5%	0%	0%	0%
LVP Adjusted Amount		\$39,941.21	\$41,788.60	\$46,115.45	\$49,923.42	\$47,381.25	\$54,920.37	\$55,553.00	\$55,781.00
SEALED BID RESPONSIVENESS REVIEW SUMMARY									
IS THE BIDDER DETERMINED TO BE RESPONSIBLE		YES	N/A	N/A	N/A	N/A	N/A	N/A	N/A
IS THE BID DETERMINED TO BE RESPONSIVE		YES	YES	NO	YES	YES	YES	YES	YES
Meets Contractor License Requirement		YES	YES	YES	YES	YES	YES	YES	YES
Contractor License Number		ES12000419	ES12000754	ES12001120	ES12000915	ES12001170	CGC 1510454	ES12001069	ES0000087
Item Bid Schedule		YES	YES	YES	YES	YES	YES	YES	YES
Bidders Certification		YES	YES	YES	YES	YES	YES	YES	YES
General Vendor Information		YES	YES	YES	YES	YES	YES	YES	YES
Acknowledgement of Addenda		YES	YES	NO	YES	YES	YES	YES	YES
Sub-Contractor Listing		YES	YES	YES	YES	YES	YES	YES	YES
Time for Completion (60 Days from NTP Required)		60 days	45 days	97 days	Did Not Provide	45 days	Did Not Provide	70 days	60 days

This Final Bid Tabulation was reviewed and approved by:



Mike Thornton, Purchasing Manager



SEALED BID RESPONSIVENESS REVIEW SUMMARY













INSTALLATION BY SIGN CONTRACTOR

Provide Sign Fabrication, Post (Except as Noted Below) , Delivery & Installation

INSTALLATION BY City of Leesburg

Provide Sign Fabrication, Post (Except as Noted Below) & Delivery

	Sign #1 - Type B		Sign #9 - Type B
	Sign #2 - Type B No Post Required Mount to Existing 4" Post		Sign #10 - Type A
	Sign #3 - Type A		Sign #11 - Type A
	Sign #4 - Type B		Sign #12 - Type A No Post Required Mount to Existing 4" Post
	Sign #5 - Type A		Sign #13 - Type A No Post Required Mount to Existing 4" Post
	Sign #6 - Type A No Post Required Mount to Existing 4" Post		Sign #14 - Type B
	Sign #7 - Type A No Post Required Mount to Existing 4" Post		Sign #15 - Type B
	Sign #8 - Type A No Post Required Mount to Existing 4" Post		

	Sign #16 - Type C No Post Required Mount to Existing 4" Post		Sign #22 - Type D
	Sign #17 - Type C		Sign #23 - Type D
	Sign #18 - Type C No Post Required Mount to Existing 4" Post		Sign #24 - Type D
	Sign #19 - Type C		Sign #25 - Type D
	Sign #20 - Type C		Sign #26 - Type D No Post Required Mount to Existing 3" Post
	Sign #21 - Type C No Post Required Mount to Existing 4" Post		Sign #27 - Type D No Post Required Mount to Existing 3" Post

PROJECT OVERVIEW

SIGN TYPE	DESCRIPTION	NUMBER OF SIGNS	NUMBER OF NEW POLES REQUIRED	NOTES
A	3'-10" X 7'- 0" SIGN FACE W/ 2' MEDALLION SINGLE FACED ON 4" POST	9	4	5 Mount to Existing Post(s) Install - Contractor
B	5'- 0" X 3'- 10" SIGN FACE W/ 2' MEDALLION SINGLE FACED ON 4" POST	6	5	1 Mounts to Existing Post Install - Contractor
C	3'- 6" X 3'- 0" SIGN FACE W/ 1'- 6" MEDALLION SINGLE FACED ON 4" POST	6	3	3 Mount to Existing Post(s) Install - City
D	2'- 6" X 2'- 6" SIGN FACE DOUBLE FACED ON 3" POST	6	4	2 Mount to Existing Post(s) Install - City

Overview Sign Installation

CITY OF LEESBURG, FL

WAYFINDING SIGNAGE



Date:

August 10, 2015

Sheet Of

L1.00

AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made as of the 12th day of October in the year 2015, between **THE CITY OF LEESBURG, FLORIDA**, whose address is 501 West Meadow Street, Post Office Box 490630, Leesburg, Florida 34749-0630 (hereinafter referred to as the "CITY"), and **INTERNATIONAL C & C CORPORATION** (aka International Sign Company), whose address is 10831 Canal Street, Largo, Florida 33777 (hereinafter referred to as the "CONTRACTOR").

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties to this Agreement, and for other good and valuable considerations, the parties agree as follows:

1. **Furnish & Install.** The CONTRACTOR shall provide and deliver the following Supplies: **Way Finding Signage - Fabricate & Install as specified in accordance with EXHIBIT "A"**. Nothing herein shall limit the CITY'S right to obtain this product from other contractors. The products to be provided under this agreement shall not exceed **\$ 39,941.21**. The cost of the products shall not exceed this amount unless the CITY has executed a written change order approving any increase. Said price includes all labor, equipment, materials, permitting, and engineering for the fabrication and installation of the signs.

2. **Labor and Materials.** The CONTRACTOR shall furnish all labor, material and equipment necessary for satisfactory contract performance. When not specifically identified in the technical specifications, such materials and equipment shall be of a suitable type and grade for the purpose. All material, workmanship, and equipment shall be subject to the inspection and approval of the CITY's representative.

3. **Term of Agreement.** This Agreement shall commence upon the date of execution and shall remain in effect until such time as the contracted services have been completed, and accepted by the CITY's authorized representative, unless earlier terminated in accordance with its provisions. Those portions imposing warranty requirements on CONTRACTOR, together with any implied warranties under law, will continue to remain in effect until completion of the expressed and/or implied warranty periods.

4. **Commencement and Completion.** The CITY and the CONTRACTOR mutually agree time is of the essence with respect to the dates and times set forth in the Agreement Documents. To that end, the CONTRACTOR will commence work not later than FOURTEEN (14) continuous calendar days after CITY issues a Notice to Proceed, and will diligently and continuously prosecute the work at such a rate, and with sufficient forces as will allow the CONTRACTOR to achieve Final Completion no later SEVENTY-FIVE (75) continuous calendar days after CITY issues a Notice to Proceed, subject only to any adjustments in the contract time that may be authorized by change orders properly issued in accordance with the Agreement Documents. In executing this Agreement, CONTRACTOR affirms the time set for completion is reasonable.

5. **Termination for Default.** If, through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Agreement, other than for the instances listed below due to "Force Majeure," the CITY shall thereupon have the right to

terminate this Agreement by providing a written notice (show cause notice) to the CONTRACTOR requiring a written response due within FIVE (5) calendar days from receipt of the written notice as to why the Agreement should not be terminated for default. The CITY's show cause notice shall include an Agreement termination date at least SEVEN (7) calendar days subsequent to the due date for the CONTRACTOR's response. Should the CONTRACTOR fail to respond to such show cause notice, or if the CITY determines that the reasons provided by the CONTRACTOR for failure of the CONTRACTOR to fulfill its contractual obligations do not justify continuation of the contractual relationship, the Agreement shall be considered to have been terminated for default on the date indicated in the show cause notice. Should the CITY determine that the CONTRACTOR provided adequate justification that a termination for default is not appropriate under the circumstances; the CITY shall have a unilateral option to either continue the Agreement according to the original contract provisions or to terminate the contract for convenience. In the event that the CITY terminates the contract for default, all finished or unfinished deliverable items under this contract prepared by the CONTRACTOR shall, at the option of the CITY, become CITY property, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials. Notwithstanding this compensation, the CONTRACTOR shall not be relieved of liability to the CITY for damages sustained by the CITY by virtue of any breach of this Agreement, and the CITY may withhold any payment due the CONTRACTOR for the purpose of set-off until such time as the exact amount of damages due the CITY from such breach can be determined.

In case of default by the CONTRACTOR, the CITY may procure the services from other sources and hold the CONTRACTOR responsible for any excess cost occasioned thereby. The CITY reserves the right to require a performance bond or other acceptable alternative performance guarantees from the successor CONTRACTOR without expense to the CITY.

In addition, in the event of default by the CONTRACTOR under this Agreement, the CITY may immediately cease doing business with the CONTRACTOR, immediately terminate for cause all existing Agreements the CITY has with the CONTRACTOR, and debar the CONTRACTOR from doing future business with the CITY.

Upon the CONTRACTOR filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the CONTRACTOR, the CITY may immediately terminate, for cause, this Agreement and all other existing agreements the CONTRACTOR has with the CITY, and debar the CONTRACTOR from doing future business with the CITY.

The CITY may terminate this Agreement for cause without penalty or further obligation at any time following Agreement execution, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on behalf of the CITY is at any time while the Agreement or any extension thereof is in effect, an employee or agent of any other party to the Agreement in any capacity or consultant to any other party of the Agreement with respect to the subject matter of the Agreement. Additionally, the CITY may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the Agreement on behalf of the CITY from any other party to the Agreement.

6. Force Majeure. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God. Should there be such an occurrence that impacts the ability of either party to perform their responsibilities under this contract, the nonperforming party shall give immediate written notice to the other party to explain the cause and probable duration of any such nonperformance.

7. Termination for Convenience. The CITY may terminate this Agreement at any time without cause by providing the CONTRACTOR with FIFTEEN (15) calendar days advance notice in writing. In the event of termination for convenience, all finished or unfinished deliverable items prepared by the CONTRACTOR under this Agreement shall, at the option of the CITY, become the CITY's property. If the Agreement is terminated for convenience by the CITY as provided herein, the CONTRACTOR shall be paid for services satisfactorily completed, less payment or compensation previously made. The CONTRACTOR shall not incur any additional expenses after receiving the written termination notice.

8. Insurance. The CONTRACTOR will maintain throughout this Agreement the following insurance:

A. The original of each such policy of insurance, or a complete duplicate, shall be delivered to the CITY by CONTRACTOR prior to starting work, together with evidence that the premiums have been paid.

B. All required insurance shall be provided by insurers acceptable to the CITY with an A.M. Best rating of at least "A."

C. The CONTRACTOR shall require, and shall be responsible for assuring that any and all of its subcontractors secure and maintain such insurance that are required by law to be provided on behalf of their employees and others until the completion of that subcontractors work.

D. The required insurance shall be secured and maintained for not less than the limits required by the CITY, or as required by law, whichever is greater.

E. The required insurance shall not limit the liability of the CONTRACTOR. The CITY does not represent these coverages or amounts to be adequate or sufficient to protect the CONTRACTOR'S interests or liabilities, but are merely required minimums.

F. All liability insurance, except professional liability, shall be written on an occurrence basis.

G. The CONTRACTOR waives its right of recovery against the CITY to the extent permitted by its insurance policies.

H. Insurance required of the CONTRACTOR, or any other insurance of the CONTRACTOR shall be considered primary, and insurance of the CITY, if any, shall be considered excess as applicable to any claims, which arise out of the agreement, contract or lease.

I. Except for works' compensation and professional liability, the CONTRACTOR'S insurance policies shall be endorsed to name the CITY OF LEESBURG as additional insured to the extent of the agreement, contract or lease.

J. The Certificate(s) of Insurance shall designate the CITY as certificate holder as follows:

City of Leesburg
Attention: Mike Thornton, Purchasing Manager
P.O. Box 490630
Leesburg, Florida 34749-0630

K. The Certificate(s) of Insurance shall include a reference to the project and/or purchase order number.

L. The Certificate(s) of Insurance shall indicate that the CITY shall be notified at least thirty (30) days in advance of cancellation.

M. The Certificate(s) of Insurance shall include all deductibles and/or self-insurance retentions for each line of insurance coverage.

N. The CONTRACTOR, at the discretion of the Risk Manager for the CITY, shall provide information regarding the amount of claims payments or reserves chargeable to the aggregate amount of the CONTRACTOR'S liability coverage(s).

9. Indemnification. The CONTRACTOR agrees to make payment of all proper charges for labor required in the aforementioned work and CONTRACTOR shall indemnify CITY and hold it harmless from and against any loss or damage, claim or cause of action, and any attorneys' fees and court costs, arising out of: any unpaid bills for labor, services or materials furnished to this project; any failure of performance of CONTRACTOR under this Contract; or the negligence of the CONTRACTOR in the performance of its duties under this Contract, or any act or omission on the part of the CONTRACTOR, his agents, employees, or servants. CONTRACTOR shall defend, indemnify, and save harmless the CITY or any of their officers, agents, or servants and each and every one of them against and from all claims, suits, and costs of every kind and description, including attorney's fees, and from all damages to which the CITY or any of their officers, agents, or servants may be put by reason of injury to the persons or property of others resulting from the performance of CONTRACTOR'S duties under this Contract, or through the negligence of the CONTRACTOR in the performance of its duties under this Contract, or through any act or omission on the part of the CONTRACTOR, his agents, employees, or servants.

If however, this agreement is a "construction contract" as defined in and encompassed by the provision of Florida Statutes § 725.06, then the following shall apply in place of the aforementioned indemnification provision:

The CONTRACTOR shall indemnify the CITY and hold it, its officers, and its employees harmless from liabilities, losses, and costs, including, but not limited to, reasonable attorney's fees to the extent caused by the negligence, recklessness, or intentional wrongful conduct of the CONTRACTOR and persons employed or utilized by the CONTRACTOR in the performance of this Agreement. The liability of the CONTRACTOR shall, however, be limited to one million and 00/100 dollars (\$1,000,000.00) per occurrence, and the obligation of the CONTRACTOR to indemnify the CITY shall be limited to acts, omissions, or defaults of the CONTRACTOR; any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services or materials in connection with the project; and the CITY, its officers, agents and employees, provided however that the CONTRACTOR shall not be obligated to indemnify the CITY against losses arising from the gross negligence, or willful, wanton, or intentional misconduct of the CITY, its officers, agents and employees,

or against statutory violations or punitive damages except to the extent caused by or resulting from the acts or omissions of the CONTRACTOR, or any contractors, subcontractors, sub-subcontractors, material men, or agents or employees of any of them, providing labor, services, or materials in connection with this Agreement.

10. Codes, Laws, and Regulations. CONTRACTOR will comply with all applicable codes, laws, regulations, standards, and ordinances in force during the term of this Agreement.

CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services.

11. Permits, Licenses, and Fees. CONTRACTOR will obtain and pay for all permits and licenses required by law that are associated with the CONTRACTOR'S performance of the Scope of Services.

12. Public Records Retention. CONTRACTOR shall keep and maintain public records that ordinarily and necessarily would be required by the CITY in order to perform the services being provided by CONTRACTOR herein. CONTRACTOR shall provide the public with access to public records on the same terms and conditions that the CITY would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes. CONTRACTOR shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law. CONTRACTOR shall meet all requirements for retaining public records and transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the CITY by CONTRACTOR in a format that is compatible with the information technology systems of the CITY.

13. Access to Records. CONTRACTOR will maintain accounting records, in accordance with generally accepted accounting principles and practices, to substantiate all invoiced amounts. Said records will be available for examination by the CITY during CONTRACTOR'S normal business hours. Said records will be maintained for a period of three (3) years after the date of the invoice.

14. Contingent Fees Prohibited. The CONTRACTOR warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. In the event of a breach of this provision, the CITY shall have the right to terminate this Agreement without further liability and at its discretion, deduct from the contract price, or otherwise recover, the full amount of any such fee, commission, percentage, gift or consideration paid in breach of this Agreement.

15. Acceptance of Goods or Services. The goods delivered as a result of an award from this solicitation shall remain the property of the CONTRACTOR, and services rendered under the Agreement will not be deemed complete, until a physical inspection and actual usage

of the product(s) and/or service(s) is (are) accepted by the CITY and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or Agreement may be tested and/or inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the CITY reserves the right to terminate the solicitation or initiate corrective action on the part of the CONTRACTOR, to include return of any non-compliant goods to the CONTRACTOR at the CONTRACTOR's expense, requiring the CONTRACTOR to either provide a direct replacement for the item, or a full credit for the returned item. The CONTRACTOR shall not assess any additional charge(s) for any conforming action taken by the CITY under this clause. The CITY will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the CITY on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the CITY in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the CONTRACTOR by the CITY for any contract or financial obligation.

This project will be inspected by an authorized representative of the CITY. This inspection shall be performed to determine acceptance of work, appropriate invoicing, and warranty conditions.

16. Ownership of Documents. All data, specifications, calculations, estimates, plans, drawings, construction documents, photographs, summaries, reports, memoranda, and other documents, instruments, information and material prepared or accumulated by the CONTRACTOR (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the CITY who may have access to the reproducible copies at no additional cost other than printing. Provided, that the CONTRACTOR shall in no way be liable or legally responsible to anyone for the CITY'S use of any such materials for another PROJECT, or following termination. All original documents shall be permanently kept on file at the office of the CONTRACTOR.

17. Independent Contractor. The CONTRACTOR agrees that he or she is an independent contractor and not an agent, joint venture, or employee of the CITY, and nothing in this Agreement shall be construed to be inconsistent with this relationship or status. None of the benefits provided by the CITY to its employees, including but not limited to, workers' compensation insurance, unemployment insurance, or retirement benefits, are available from the CITY to the CONTRACTOR. CONTRACTOR will be responsible for paying his own Federal income tax and self-employment tax, or any other taxes applicable to the compensation paid under this Agreement. The CONTRACTOR shall be solely and primarily responsible for his and her acts during the performance of this Agreement.

18. Assignment. Neither party shall have the power to assign any of the duties or rights or any claim arising out of or related to the Agreement, whether arising in tort, contract, or otherwise, without the written consent of the other party. These conditions and the entire Agreement are binding on the heirs, successors, and assigns of the parties hereto.

19. No Third Party Beneficiaries. This Agreement gives no rights or benefits to anyone other than the CONTRACTOR and the CITY.

20. Jurisdiction. The laws of the State of Florida shall govern the validity of this Agreement, its interpretation and performance, and any other claims related to it. In the event of any litigation arising under or construing this Agreement, venue shall lie only in Lake County, Florida.

21. Contact Person. The primary contact person under this Agreement for the CONTRACTOR shall be MIKE VOGEL, Sales Executive. The primary contact person under this Agreement for the CITY shall be DC MAUDLIN, Director, Public Works.

22. Approval of Personnel. The CITY reserves the right to approve the contact person and the persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement. If CITY, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the services on behalf of CONTRACTOR pursuant to this Agreement, CITY may require CONTRACTOR assign a different person or persons be designated to be the contact person or to perform the CONTRACTOR services hereunder.

23. Disclosure of Conflict. The CONTRACTOR has an obligation to disclose to the CITY any situation that, while acting pursuant to this Agreement, would create a potential conflict of interest between the CONTRACTOR and his duties under this Agreement.

24. Warranty. The CONTRACTOR agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the CONTRACTOR gives to any customer for comparable quantities of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the CITY by any other provision of this solicitation.

The CONTRACTOR hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the CONTRACTOR in conjunction with this Agreement shall be new, warranted for their merchantability, and fit for a particular purpose

25. Risk of Loss. The CONTRACTOR assumes the risk of loss of damage to the CITY's property during possession of such property by the CONTRACTOR, and until delivery to, and acceptance of, that property to the CITY. The CONTRACTOR shall immediately repair, replace or make good on the loss or damage without cost to the CITY, whether the loss or damage results from acts or omissions (negligent or not) of the CONTRACTOR or a third party.

The CONTRACTOR shall indemnify and hold the CITY harmless from any and all claims, liability, losses and causes of action which may arise out of the fulfillment of this Agreement. The CONTRACTOR shall pay all claims and losses of any nature whatsoever in connection therewith, and shall defend all suits, in the name of the CITY when applicable, and shall pay all costs and judgments which may issue thereon.

26. Illegal Alien Labor. CONTRACTOR shall comply with all provisions of the Federal Immigration and Control Act of 1986 (8 U.S. Code § 1324 a) and any successor federal laws, as well as all provisions of Section 448.09, Florida Statutes, prohibiting the hiring and continued employment of aliens not authorized to work in the United States. CONTRACTOR shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into an Agreement with a subcontractor that fails to certify to the CONTRACTOR that the subcontractor is in compliance with the terms stated within. The CONTRACTOR nor any subcontractor employed by him shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. CONTRACTOR agrees that it shall confirm the employment eligibility of all employees through participation in E-Verify or an employment eligibility program approved by the Social Security Administration and will require same requirement to confirm employment eligibility of all subcontractors.

All cost incurred to initiate and sustain the aforementioned programs shall be the responsibility of the CONTRACTOR. Failure to meet this requirement may result in termination of the Agreement by the CITY.

27. Counterparts. Original signatures transmitted and received via facsimile or other electronic transmission of a scanned document, (e.g., PDF or similar format) are true and valid signatures for all purposes hereunder and shall bind the parties to the same extent as that of an original signature. Any such facsimile or electronic mail transmission shall constitute the final agreement of the parties and conclusive proof of such agreement. Any such electronic counterpart shall be of sufficient quality to be legible either electronically or when printed as hardcopy. The CITY shall determine legibility and acceptability for public record purposes. This Agreement may be executed in one or more counterparts, each of which shall for all purposes be deemed to be an original and all of which shall constitute the same instrument.

28. Authority to Obligate. Each person signing this agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and bind and obligate such party with respect to all provisions contained in this agreement.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date listed in the preamble of this Agreement.

THE CITY OF LEESBURG, FLORIDA

By: _____
Mayor/Commissioner

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

**INTERNATIONAL C&C
CORPORATION**

By:  _____

Printed: William H. Griffin

Its: President

EXHIBIT”A”

SCOPE OF SERVICES

- I. **Scope of Services.** CONTRACTOR shall perform all work in accordance with the Contract Documents for furnishing Way Finding Signage and installation as required by Invitation to Bid 150491.
- II. **Incorporation of Sections.** The following sections of the Invitation to Bid 150491 document are incorporated by reference and made a part hereof:
 - a. Section 1 - Special Terms & Conditions, and
 - b. Section 2 – Scope of Work, and
 - c. Section 3 – General Terms & Conditions,
 - d. Section 4 – City Forms as completed and submitted by CONTRACTOR, and
 - e. Section 5 – Specifications and Drawings.
- III. **Addendum.** Addendum 1 to Invitation to Bid 150491 is incorporated by reference and made a part hereof.
- IV. **Vendor Bid Response.** The original bid response submitted by the CONTRACTOR is incorporated by reference and made a part hereof.